



INFORMATION SHEET

BUILDING SERVICES

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CLIENT SUPPLIED PRODUCTS: WHAT SHOULD A BUILDER CHECK?

This information sheet is intended to provide builders with guidance on how to manage a contract where the client supplies, and perhaps installs, a product that is required to comply with the Building Code of Australia (BCA). This scenario is increasing in the building industry, where clients in an attempt to save money, are buying either online or direct from a manufacturer. Builders need to be aware of how to legally protect themselves in this scenario in order to comply with the contract and the BCA.

The building contract

It is essential that the building contract details all the items where the client has elected to take on responsibility for the supply and/or installation of a product/s. This will ensure that everyone knows what they are responsible for and limit the potential for disputes if there are any problems with the product or the workmanship.

What to consider when using client supplied materials or labour?

You should explain to the client that where the product needs to comply with the BCA they are legally obliged to supply and/or install a conforming product, which may include documentation that verifies a product's conformance.

Should non-conforming product/s be supplied by the client, then this has the potential to delay work and may permit the builder to claim delayed costs from the client. If the matter cannot be resolved there is also the potential that the final certification (occupancy certificates, etc) could be withheld by the Building Surveyor.

If you are installing a product supplied by the owner then you should ensure you obtain evidence of conformance with the BCA prior to installation. Asking after the work has been completed may be too late.

You should explain to the client that should any costs be incurred for replacement of non-conforming products and/or delays in the construction schedule due to the non-conforming issue they will be liable for such costs.

What products need to comply with the BCA and what proof is required?

It is important to understand and adhere to the conformance requirements within the BCA. This generally relates to the structural elements, weatherproofing, fire safety and energy efficiency of a home.

The structural elements and *verification methods* include but are not limited to:

- Concrete – *evidence from concrete supplier, which may include test results*
- Reinforcing (mesh and bar) - *certificate from an engineer or appropriately qualified person, or certificate from industry conformance scheme*
- Structural grade timber and laminated veneer timbers - *certificate from industry conformance scheme*
- Structural steel - *certificate from an engineer or appropriately qualified person*
- Steel framing - *certificate from an engineer or appropriately qualified person*
- Timber framing - *certificate from an engineer or appropriately qualified person*
- Windows and glazed doors – *appraisal from a Registered Testing Authority*

DISCLAIMER - The above is intended to provide general information in summary form. The contents do not constitute specific advice and should not be relied upon as such. Formal specific advice should be sought by members with respect to particular matters before taking action.

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- Masonry – *product technical information*; and
- Termite management – *product certification such as Codemark*.

Where products are supplied that may influence the weatherproofing, fire safety and energy efficiency of a home you will need to refer to the BCA for the relevant Australian Standard and evidence of proof sought.

What do you do if the product fails to comply with the BCA?

If a product supplied by the client does not include information that demonstrates conformance with the BCA, the safest option for you as the builder is not to install it and to put the onus on the client to provide you with evidence.

You may need to consider temporarily suspending the contract until the issue is resolved, which can delay your work schedule.

Always remember - to help reduce issues arising during a building contract it is important to clearly detail and communicate to the client both their obligations when supplying and/or installing a product and your obligations and rights as the builder.

HIA members can contact HIA's Building Services team for more information on 1300 650 620 or hia_technical@hia.com.au.