



What you need to know about **engineered stone**

As members will be aware, all jurisdictions have agreed to adopt a ban on the use of engineered stone.

While final regulations are still to be released HIA understands that members have many questions regarding how the ban will affect their business.

Q. What is engineered stone?

Engineered stone, also known as artificial composite stone, reconstituted stone, manufactured stone, or agglomerate stone, is a man-made composite material that is made by mixing crushed stone with a resin binder. Engineered stone has been commonly used for bathroom and kitchen surfaces, particularly splash backs, flooring, countertops, and benchtops.

Q. What are the safety concerns with using engineered stone?

Despite its many benefits, engineered stone can pose health risks to workers involved in its production and installation. Engineered stone materials can contain high levels of respirable crystalline silica, which can be released into the air as dust during the manufacturing process. Workers who breathe in this dust are at risk of developing silicosis, a lung disease that can be fatal. Other respiratory diseases can also develop because of exposure to the dust.

Q. What is silicosis?

Silicosis is an incurable disease in which the lungs are scarred following long-term exposure to silica dust (aka respirable crystalline silica or RCS), high percentages of which may be found in some engineered stone products and are released via cutting, drilling, and grinding.

Q. Can you get silicosis from your existing engineered stone bench or other surfaces?

No. Once it has been installed, dust is not released.

Q. What will be banned from 1 July 2024?

Working with, including

manufacturing, supplying, processing, and installing engineered stone benchtops, panels and slabs – subject to any transitional arrangements.

Q. What products will be subject to the ban?

Engineered stone benchtops, panels and slabs. Engineered stone will be defined as an artificial product that:

- contains at least 1% crystalline silica by weight,
- is created by combining natural stone materials with other chemical constituents (such as water, resins, or pigments), and
- becomes hardened.

Q. What products are not subject to the ban?

- Concrete and cement products.
- Bricks, pavers, and other similar blocks.
- Ceramic wall and floor tiles.
- Sintered stone (does not contain resin).
- Porcelain products (does not contain resin).
- Roof tiles.
- Grout, mortar, and render.
- Plasterboard.
- Finished engineered stone products (such as jewellery, garden ornaments, sculptures, kitchen sinks) which do not require processing or modification and pose minimal risk to the health and safety of workers.
- Removing, repairing, making minor modifications or disposal of installed engineered stone.

Q. What are the transitional arrangements?

Despite the ban on working with engineered stone from 1 July, some jurisdictions will continue to allow the supply, installation or processing of engineered stone

benchtops, panels and slabs until 31 December 2024.

This means that work that involves the supply, installation or processing of engineered stone benchtops, panels and slabs between 1 July 2024 and 31 December 2024 would be permitted provided the work is carried out under, or for the purposes of, a contract that provides for the installation of engineered stone entered into on or before 31 December 2023.

Q. Is there a transition period in my state or territory?

- Australian Capital Territory – No
- New South Wales – Yes
- Northern Territory – Yes
- Queensland – No
- South Australia – Yes
- Tasmania – Yes
- Victoria – No
- Western Australia – Yes

Q. What should your builder do when working with engineered stone until the ban is implemented or at the end of any transitional arrangements?

Currently, most states and territories have Codes of Practice available to assist builders and tradespeople work safely with engineered stone.

Since 2022, Victoria requires a licensed person to work with engineered stone that contains 40% or more crystalline silica. After 1 July, this licensing regime will be abandoned.

All building and construction workers in the ACT are required to complete mandatory silica training. It is expected that this requirement will continue after 1 July.

To protect themselves and their workers from the health risks associated with the installation of engineered stone, there are several steps builders and related trades could take. These include:

- Following safe work practices to reduce dust. For example, using water when cutting, using on-tool dust extraction, and



providing adequate ventilation.

- Ensuring that workers wear protective equipment, including masks and respirators, when working with engineered stone or other materials that contain crystalline silica.
- Cleaning up all residue.

Safe work practices should be adopted even in the case of minor work involving engineered stone, for example, cutting to insert a power point or kitchen cooktop.

Q. How will the ban impact current and future projects?

While the ban on engineered stone would not take effect immediately, and may be subject to some transitional arrangements, you should discuss the impact of the ban on your project including for example:

- For contracts entered into before 31 December 2023 the timeline for your projects commencement and works schedule and the specification of products for the project with respect to the 1 July 2024 date, noting that some jurisdictions may permit the supply installation or processing of engineered stone benchtops, panels and slabs under these contracts until 31 December 2024.
- For current projects and projects under contracts entered into from January 2024:
 - Alternative products that might be suitable should your chosen engineered stone product become unavailable or your project be subject to the ban.
 - Any time delays that might result from a ban that require the use of an alternative product.

Q. My client has selected engineered stone, but I won't install it until after 1 July 2024 – what should I do?

For those jurisdictions with transitional arrangements in place, you can continue with your client's selection as long as the installation will occur prior to 31 December 2024 and the works are carried out under a contract entered into before 31 December 2023.

For jurisdictions with no transitional arrangements, you should, as soon as possible, speak to your client regarding their selection as it will be illegal for you to use engineered stone after 1 July 2024.

Q. I specified engineered stone in the contract, but the ban means I can no longer use it- what should I do?

You will need to discuss this with your clients and:

- Suggest alternative products that might be suitable.
- Advise of any time delays that might result from a ban that require the use of an alternative product.
- Advise of any cost implications that might result from being required to use an alternative product.

Q. I specified engineered stone in the contract, but my client doesn't want to use it anymore – what should I do?

Most residential building contracts allow the parties to agree to vary the contract in relation to product selections. All variations should be in writing and signed by both parties. Remember to also advise your client if their new selection will cause any delays to the building work.

Q. What are some engineered stone alternatives?

There are several alternative products including traditional options and a wide variety of other newer and innovative products also coming into the market. Examples are:

- porcelain
- sintered stone
- natural stone
- concrete
- stainless steel
- timber
- laminate and solid surfaces

It is therefore best you do your own research and talk to your builder/kitchen and bathroom companies.

Q. My client has chosen a product that is more expensive than their previous engineered stone selection – can I pass that cost on?

Generally, yes, given that there are a range of alternatives to engineered stone, all of which vary in price, the client will be responsible for any extra costs incurred.

Q. What if the client refuses to pay?

Most HIA contracts include a clause that allows the builder a right to claim payment if further costs are incurred due to a change in the law that occurred after the contract was entered into.

For example, you and a homeowner entered into a contract in November 2023 for a new home. The homeowner selected engineered stone for their bathroom and kitchen benchtops. This work will not be carried out until after 1 July 2024 and there are no transitional arrangements in place.

If the client chooses a more expensive alternative, that had not been factored into the contract price, and given that the increased cost is due to a change that occurred after the contract was entered into and was outside the builders control, it is likely the builder has a contractual right to payment.

Q. The engineered stone selected by the client is no longer available – what should I do?

You will need to discuss this with your clients and:

- Suggest alternative products that might be suitable.
- Advise of any time delays that might result from a ban that require the use of an alternative product.
- Advise of any cost implications that might result from being required to use an alternative product.

Q. Can existing engineered stone be repaired or removed after 1 July 2024?

From 1 July 2024, work will be permitted for the purpose of removing, repairing, making minor modifications or disposal of installed engineered stone, subject to notification to the WHS regulator and adherence to safety requirements.