



**John Holdsworth on defects and liability -- part 1**

New series

# Problems: Check where the buck stops!

AS advisor to the CFA for a number of years, I have constantly advised upon the problems with alleged defects.

On many occasions when defects were apparent the flooring contractor was not responsible, but was unsure as to what his rights were and what actions he should take to protect his position.

This is the first of a series of articles which will attempt to clarify the problems, the responsibilities of the parties and the actions to take.

The first thing to consider is the legal position and I quote extracts from Sections 14(2) and 14(3) of the Sale of Goods Act 1979 as amended by the **Supply of Goods and Services Act 1982** which read as follows:

**Section 14(2) provides:**  
*'where the seller sells goods in the course of a business there is an implied condition that the goods supplied under contract are of merchantable quality.'*

The term merchantable quality was further elaborated by section 4(9) of the 1982 Act and reads:

*'goods of any kind are of merchantable quality if they are fit for the purpose or purposes for which goods of that kind are commonly supplied having regard to any*

***'If a flooring contractor chooses an adhesive -- rather than seeking the architects' instructions -- he would be liable if it is not fit for purpose'***

***description applied to them and the price and all other circumstances.'***

**Section 14(3) of the 1979 Act provides:**

*'where the seller sells goods in the course of a business and the buyer expressly or by implication makes known (a) to the seller any particular purpose for which the goods are being bought, there is an implied condition that the goods supplied under the contract are reasonably fit for that purpose whether or not that is a purpose for which such goods are commonly supplied except where the circumstances show that the buyer does not rely, or that it is unreasonable for him to rely, on the skill and judgment of the seller.'*

In the flooring industry when you are working for a main contractor and design is not included in the sub-contract, the requirement for fitness for purpose usually falls on the architect who chooses the

flooring product.

If it is not fit for purpose the architect would usually be liable and he would be covered by his professional indemnity insurance.

There is a problem however if a flooring contractor knows of the purpose for which the goods are required and if he is aware that the goods will not be fit for purpose, he has a duty to warn the contractor, architect or client.

If the flooring contractor recommends a product he could be liable if it is not fit for purpose and care must be taken in these situations as the sub-contractor may not have professional indemnity insurance for design, but takes on design responsibility by his actions.

An example would be a flooring contractor choosing an adhesive [rather than seeking the architects instructions]. That would make the sub-contractor liable for the product i.e. if it was not fit for purpose the sub-contractor would be responsible.

If a flooring contractor has a

contract without design and merely supplies and installs a product chosen by someone else, his responsibility is to provide materials which are of 'merchantable quality'.

In this situation the sub-contractor is not liable if the materials are not fit for purpose [i.e. is not liable for their selection as this is a function of the design] but is liable if the materials themselves have defects and are not of merchantable quality.

An example would be if the architect chose the flooring adhesive and it did not adhere to the surface of the subfloor because it was unsuitable the architect would be liable.

Finally a sub-contractor is liable for his workmanship which must be to a reasonable standard unless the standard is specified in the agreement in which case he must satisfy the agreement.

An example would be if the adhesive was not installed as per the specification the sub-contractor would be liable. **CFJ**

If you would like further advice or would like to discuss a particular problem contact John Holdsworth

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**Martin Cummins on adhesives**

# Bonding wood: Note the sticking points

HISTORICALLY wood has never been seen as a contract flooring product. Other than wood block floors for school halls etc., wood has been, until quite recently, been considered as an expensive bespoke product to be fixed by the carpentry trade.

Improvements in design, particularly with engineered materials, along with an expansion of species available at affordable prices has resulted in timber finding itself as a genuine choice for contract flooring.

Additionally, unlike many flooring materials it ticks all the 'green boxes' provided it is from an FSC source and is also

sustainable.

With a high quality wood flooring system, in order for it to be fully functional and reach its maximum potential with regards to foot traffic, it needs to be bonded to the subfloor.

There will therefore be a requirement for a suitable adhesive. This will vary dependant upon the subfloor, the nature and dimensions of the timber and also the likely conditions that the timber will encounter in service.

Looking at the standards many years ago the only wood floorcovering recommended for bonding down was wood block

and although wood block is making a bit of a comeback the vast majority of wood being laid today is strip, plank, or boards. These may be soft wood, hard wood and even grass (i.e. bamboo) and may be engineered or solid in nature.

As you'd have read in Sid Bourne's recent article there are so many benefits to bonding wood flooring down and the obvious route today therefore is to develop flooring systems that can enable you to successfully bond these wood flooring products.

As a result the wood flooring range of most companies has

gone like the flooring itself and expanded.

**But wood's wood, isn't it? So why is there a need for different adhesives?**

Wood, by its very nature is hygroscopic, which basically means it is easily able to absorb moisture from the surrounding air. With the amazing British climate, the extremes of moisture and temperature can be quite considerable and rapidly variable over any 12-month cycle.

Seasonal climatic change is one of the main hurdles to overcome when bonding timber.

So, what adhesives are

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**David Gatfield on maintenance**

## Secret ingredient for cleaning safety floors

TALK about cleaning floors to most people and you can see their eyes glaze over, I mean it's not exactly a science is it?

Well actually there is a bit of chemistry involved and then there's the secret ingredient which is in increasingly short supply.

The mention of safety flooring in particular is enough to make many hardy cleaning personnel run for the cover of the nearest broom cupboard, and who can blame them?

Often after years of mopping a bit of smooth vinyl which needs very little effort, some smart Alec has installed a load of high quality safety flooring which will need scrubbing occasionally, just to stop people slipping and injuring themselves, what a nerve!

Unfortunately, in this increasingly litigious age, if you think you've got a case for compensation you probably have, however ludicrous the circumstances.

Where there's the remotest possibility that people could slip or trip and be injured, safety floorings play a big part and are here to stay. Thankfully!

Of course choosing the right floor is only part of the equation, if you go to the trouble and expense of installing safety flooring but then don't clean it properly, you've wasted money and people may still slip. So here are a few handy tips on keeping safety flooring clean and more importantly safe and slip resistant.

- Always sweep a floor first before applying the cleaning solution, this will ensure that dry surface debris is not dissolved and spread over the floor adding to the problem.

- Take time to find out what kind of contamination of the flooring you're dealing with, for instance, if the builders have been in and there is plaster or cement dust on the floor, always use an acidic cleaning solution

and a liberal dollop of the secret ingredient, which will help break down the deposits and get the floor looking new again.

Conversely, general soiling is easily removed using an alkaline detergent such as Altraclean 44 with a low to medium PH for light soiling and up to the max of 13/14% for heavily used areas with a high level of contamination, such as busy hotel kitchens or public circulation areas.

It's fair to say that all safety floorings need a certain amount of effort to keep them safe and clean, and the greater the level of slip resistance the more effort or secret ingredient needed to maintain the floor to a good standard.

Failure to correctly maintain a safety floor could lead to slip problems and will shorten its life.

- Machine cleaning is always easier than the manual alternative and as a general rule will give the best results and needs less of the secret

ingredient to achieve the objective.

Having said this, with the current advances in safety flooring technology the need for frequent mechanical cleaning is constantly being reduced.

For every type of floor, we produce a cleaning card giving the step by step instructions required for the successful cleaning and maintenance needed, including the telephone numbers for suppliers of equipment.

Follow these guidelines and use the correct equipment to keep your floors in tip top condition.

Anyway, my eyes have glazed over now and I'm off to look for another subject to talk about next time.

Oh, regarding the identity of the secret ingredient. Answers on a post card. **CFJ**

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## Martin Cummins on adhesives

# Bonding wood floors: The sticking points

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available and what limitations do they have?

For wood block flooring there is still a small market available for bitumen type adhesives. These are relatively inexpensive, easy to use adhesives of a tried and tested technology. Their use as dipping grade adhesives is however limited to wood blocks.

The most cost-effective adhesives for strip/plank materials are generally solvent resin-based products, but these also have limitations that should be understood.

In comparison to other wood adhesives they can be considered basically as rigid adhesives.

They are perfectly suitable for bonding narrow solid strips of wood and many engineered boards and panels in stable environments and on structurally sound solid floors such as a strong solid concrete subfloor.

Here neither the wood nor the

floor is under any significant strain and it is simply a case of anchoring the two materials together. Of course the contractor needs to ensure that he conditions the wood correctly and has good conditions throughout the laying period and after.

More problematic situations, such as when using wider plank (> 140mm), underfloor heating systems or relatively weak subfloors then the concern is that any natural seasonally or climatic or imposed changes can put significant stress on the adhesive bond.

To ensure that the wood does pull itself off the floor or pull the subfloor apart it is necessary to use adhesives that can 'distress' the timber.

These types of adhesives are generally referred to as flexible adhesives and their ability to give strong adhesion as well as allowing timber to distress enables the contractor to bond wood in 'difficult' environments

yet enable and the floor to perform as expected.

Moisture curing flexible adhesives (MS polymer and PU) can bond directly onto epoxy DPMs, which many wooden floor installers consider essential, recognising the potential problems moisture can have on the wood.

Even when it comes to the more stable engineered woods you may wish to use a flexible adhesive, particularly if the subfloor is not that strong, as its use will minimise the stress on the subfloor.

As the boundaries of wood flooring expand, with ever wider plank widths and with the increasing use of underfloor heating, even greater pressure is placed on the selection and performance of the adhesive.

Occasionally, no matter how good your adhesive choice, conditions just may be against you and you may need to reconsider the use of material.

What must be remembered about wood flooring and the function of adhesives is that the adhesive bonds the base of the wood to the floor...obvious you might say.

Consumers therefore should not be surprised and should not consider an installation a failure when slight gaps appear between planks in dry summer months or when slight raises occur during cool damp winter days. This is surely the beauty of wood...a live natural material.

If you want a floor that will look the same day in day out then maybe wood should not be your desired choice...there are lots of designer vinyl's and plenty of carpets to choose from... your loss however, as the beauty of a wood flooring is difficult to beat. **CFJ**

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