



THATCHERS ASSOCIATION OF SOUTH AFRICA DEKKERSVERENIGING VAN SUID-AFRIKA

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NATIONAL CHAIRMAN

NEWSLETTER

SANS 10400-T:2011 (Edition 3) PART T-FIRE PROTECTION

The SABS is in the process of restructuring and meetings scheduled for July are deferred to September and October 2011. TASA was asked to update the SANS 10407 (Thatch Roof Construction) specification and to submit it to the responsible SABS committee. TASA has revised, updated and approved the above specification at the recent AGM for submission to the SABS.

In the mean time SANS 10407 is withdrawn, divided and distributed in the various SANS 10400 documents as follows:

“NOTE SANS 10400-L covers the design of roof structures, SANS 10400-T the fire protection requirements and SANS 10400-V the chimney requirements. SANS 2001-CT2 covers the construction of the structural timberwork in the roof. “ Part Construction Works - CR3-Thatching (is still in Draft form).

TASA will through deliberations with the SABS endeavour to resolve matters of concern. Mr. John Smith will represent the TASA on the different SABS committees.

MATTERS OF IMPORTANCE RE SANS 10400-T:2011

(Excerpts from this document)

Definition of a Competent person

3.24 competent person (fire engineering)

person who

a) is registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as either a Professional Engineer or a Professional Engineering Technologist, and

b) is generally recognized as having the necessary experience and training to undertake rational assessments or rational designs in the field of fire engineering

(This definition is currently being revised)

3.68 rational assessment

assessment by a competent person of the adequacy of the performance of a solution in relation to requirements including as necessary, a process of reasoning, calculation and consideration of accepted analytical principles, based on a combination of deductions from available information, research and data, appropriate testing and service experience

3.69

rational design

design by a competent person involving a process of reasoning and calculation and which may include a design based on the use of a standard or other suitable document

Safety Distances

4.12.2 Thatched roofs

4.12.2.1 The safety distances derived from 4.2 shall, notwithstanding the occupancy classes given in table 2, be based on a high fire load where the thatch is untreated and value A in the formula will be based on the facade area of the roof. Where the thatch is treated with an acceptable fireretardant system, the safety distances shall be based on the following fire loads:

- a) test result A – low fire load
- b) test result B – medium fire load
- c) test result C – high fire load

NOTE A test result C is equivalent to an untreated roof.

4.12.2.2 Notwithstanding the requirements of 4.12.1, a thatched lapa that has a roof plan area of less than 20 m², that is free standing and not attached to any other building shall not be erected closer than

- a) 1,0 m to any boundary, and
- b) the safety distance from any building derived from 4.2, unless a free-standing masonry or concrete wall that has a height greater than 0,3 m above the bottom line of the roof and which extends at least 1,0 m on either side of the lapa is erected.

4.12.2.3 A competent person (fire engineering) shall perform a rational assessment to determine the acceptability of erecting a lapa against an existing building.

4.12.2.4 Buildings and lapas with a thatched roof plan area greater than 300 m² or which are closer than the greater of 4,5 m to any boundary and the safety distances from an existing building derived from 4.2, **shall be provided with additional fire protection systems (post-treated on both sides, pretreated as a permanent system or any other system) that are acceptable in relation to the actual roofing system that is to be used, and retreated and maintained at the intervals as indicated by the manufacturer of such systems.**

4.12.2.5 Buildings and lapas with thatched roofs in areas with a lightning flash density greater than 7 (see SANS 10313) or where conductors (wire sways) are used in the thatch layer shall be provided with a lightning protection system **designed and installed by competent persons** in accordance with the relevant requirements of SANS 10313 and SANS 62305-3.

4.12.2.6 Buildings and lapas in which conductors (wire sways) are used in the thatch layer shall, in areas with a lightning flash density greater than 3 (see SANS 10313), be provided with a lightning protection system, **designed and installed by competent persons** in accordance with the relevant requirements of SANS 10313 and SANS 62305-3.”

THE CONSUMER PROTECTION ACT (CPA)

Thatch contractors are also "consumers" when for example poles are purchased but only if their business turnover is less than R2 million per annum because this legislation is put in place to also protect smaller businesses.

But since the “consumers” are our members’ clients, it is very important for our members to acquaint themselves with the clauses of this Act.

(Excerpt from a presentation by Janusz F Luterek, Esq.Pr.Eng, Attorney, Patent Attorney Partner at Hahn & Hahn Attorneys)

“The implementation of most of the Sections of the CPA, with the exception of the Strict Liability for defective or unsafe goods, occurred on **1 April 2011**

Strict Liability is in place since 24 April 2010

“Purpose of CPA (Consumer Protection Act)

- ▶ Intention of the Act (the spirit of the law) is to protect all consumers, especially the previously disadvantaged, the poor, the poorly literate, the uninformed, and all small businesses, against the uneven balance of power when dealing with business (applicable even to small businesses).
- ▶ Consumer ≠ purchaser – exposed to marketing, exposed to product, purchased from a retailer, can include a workshop, small factory, reseller, etc if turnover <R 2 mil.
- ▶ Applicable to all transactions **in South Africa** except
 - Where state is consumer
 - Where the consumer has a turnover in excess of R 2 million i.e. big business is not a consumer protected by this Act
 - Where specific exemption by Minister – none for now
- ▶ Strict liability applicable even to exempted transactions!

Consumer Rights

- 1. Right to equality in the consumer market and protection against discriminatory marketing practices**
- 2. Right to privacy in direct marketing**
- 3. Right to choose**
 - Right to cancel direct marketing contracts within 5 days – **sales call**
 - Right to cancel advance reservations, bookings or **orders**
 - Only reasonable cancellation charge, in some cases none!
 - Opportunity to examine goods – 10 days to examine
 - Right to return goods – 10 days – not if changed mind!

Right to disclosure of information by producer, retailer, caterer etc

- Right to information in plain and understandable language
- Right to disclosure of prices of goods and services
 - Only charge the advertised or displayed price “the price you see is the price you pay” – NO E & OE!
- Right to honest product labelling and trade description
 - Accurate descriptions e.g **colours, uses etc**
- Right to sales records – with VAT and other info
- **Information in Plain and Understandable Language**
 - Plain language is required on all documents including packaging and inserts
 - Ordinary person of the class of intended consumer with average literacy skills, but no special skills as a consumer, must understand its significance and importance
 - Layout, use of vocabulary, use of images, etc all considered
 - Guidelines will be published
 - Especially important for uses e.g. H ratings and explanations thereof!

Right to fair and responsible marketing

6. Right to fair and honest dealing

- Right to protection against unfair and unethical conduct
- Right to protection against false, misleading or deceptive representations
- Right to refuse changes and substitution of goods
 - **The above is crucial to ensure product sold for correct use and not selling to a price but to a use!**
 - **Don't take advantage of ignorance of consumer as you will be liable!**

7. Right to fair, just and reasonable terms and conditions

- Protection against unfair, unreasonable or unjust contract terms
- Prohibited transactions, agreements and terms or conditions – CANNOT exclude CPA!
- Right to approach the Court to ensure fair and just conduct, terms and conditions.
 - **Court can strike out unreasonable clauses**
 - **Declare a prohibited conduct – fines!**
- All unfair terms and conditions could lead to problems.
 - By-passing Court for debt collection
 - Disclaiming liability for advice given

8. Right to fair value, good quality and safety

- Right to demand quality service
- Right to safe, good quality goods – **irrespective of price!**
- Right to implied warranty of quality – beware of “cheap” suppliers
- Right to receive **warnings on the fact and nature of risks**
 - **Do not inhale vapours as this is detrimental to your health**
 - **CCA use – warnings on burning of wood and consequences!**
 - **Exposure to skin or inhalation of preservatives before dry/cured**
- Products monitored for safety and/or recalled
- Right to claim damages for injuries or damage to property caused by unsafe/defective goods

Quality of Services

Consumer is entitled to the following i.r.o services:

- (a) timely completion and timely notice of unavoidable delays;
- (b) **quality levels which people are generally entitled to expect;**
- (c) if goods are required for performance of the services, their use, delivery or installation must be free of defects and be of a quality that people are generally entitled to expect; and
- (d) if the supplier uses goods of the consumer to perform the service, it must be returned in a condition not worse than when it was given to the supplier.

If the supplier fails to adhere to the above requirements, the consumer may elect to either:

- (a) compel the supplier to remedy the non-compliance or
- (b) demand the refund of a “reasonable portion” of the price paid (having regard to the extent of the failure).

Product liability

Producers, importers, distributors and retailers are collectively and individually liable (even if they did not act negligently) for any harm (including economic loss) caused wholly or partly by -

- (a) supplying any unsafe goods;
 - (b) a product failure, defect or hazard in any goods; or
 - (c) inadequate instructions or warnings of hazards that may result from the use of goods.
2. Provider of services who supplies goods in conjunction with that is the “supplier” of those goods for purposes of this section.
 - Application services

Product Liability

- Liability for Economic Loss
 - Indeterminable risk
 - Consequential losses, even those very remote and unforeseeable e.g. asthma attack of a driver of a vehicle when car gets hot
- Class action law suits possible!
- Compliance/Risk Control Issues
 - Voluntary product recalls important like in Europe and Canada – better safe than sorry!
 - Better instructions/warnings

- Better quality control on manufacturer/importer
- Insurance – no fault liability insurance!
- Call centre – DO NOT MAKE ADMISSIONS OF LIABILITY

Liability for Advice Given

Warnings and Instructions to be adequate to avoid liability

- **toxic paints** - highlight this to the consumer at time of purchase even if toxic pictogram is on the pack!
- **point of sale is last chance to instruct or warn a consumer**
- RSA law written like USA law – liability for harm of which not warned, even “obvious” things
 - Winnibago case, McDonalds coffee case etc

Exclusions / defences

Liability in terms of this section will be excluded if -

- (a) defect arose as a result of the product having to comply with a law; - currently very few products
- (b) defect was not present in the product at the time it was sold by that party e.g. 6 m length – later cut in 4 pieces exposing untreated end!;
- (c) defect arose solely due to a supplier complying with the instructions from the person who supplied that supplier with the goods – cut the length in two to get the desired length;
- (d) it is unreasonable for distributor or retailer to have discovered the hazard, having regard to that person’s role in marketing the goods to consumers; or
 - NOT a total defence – visual inspection is a minimum
- (e) the plaintiff’s claim expired because it was brought 3 years after the events

CPA – Penalties and Administrative fines

- ▶ Consumer Commission may issue “compliance notice” and set deadline for compliance
- ▶ Non-compliance can be referred to Tribunal
- ▶ Fine greater of R 1,000,000 or 10% of total turnover
- ▶ Offences in terms of the Act
 - Disclosure of confidential information by inspector, complainant, or any party to proceedings can lead to a 10 year prison sentence
 - Any other offence can lead to a 12 month prison sentence e.g. ignore compliance notice

Own System

- Staff training – ongoing basis – periodic retraining
- Prepare a compliance matrix to identify which sections of the Act affect which parts of the business
- Determine how to comply or how to reduce liability and implement ASAP – Gap analysis.
- Insurance for product liability essential
- Lines of command to be able to order a recall
 - Preferably an independent person is responsible for ordering recalls”

SAWPA intends holding seminars re the above Act in the different regions and TASA members are advised to attend these seminars. Members will be notified.

SALE OF WOODEN POLES

SAWPA advised that the sale of wooden poles for construction purposes such as for thatched roofs has declined.

The general feeling is that:

- 1) The request for thatch roofs have declined possibly because of the economic climate
- 2) Stands are smaller and do not allow for lapas to be built.

Your views re the above will be appreciated

- 1) Does the insistence for roofs to be treated with a fire retardant agent increase the price to such an extent that clients are discouraged?
- 2) Has the quality of thatch roofs deteriorated and problems attached affected the trust of clients negatively to such an extent that they opt for other types of roofs?

ECONOMIC CLIMATE

The economies of all countries are under pressure and the RSA is not excluded. People all over are experiencing the crunch affecting the building industry negatively.

“Economics 101

[If you are tempted to think the following is political incorrectness, read 2 Thess 3:6-12; Prov 16:26; and remember, work preceded sin, Gen 2&3.]

(Excerpt from: YWAM eTouch Newsletter - Canada)

1. You cannot legislate the poor into prosperity by legislating the wealthy out of prosperity.
2. What one person receives without working for, another person must work for without receiving.
3. The government cannot give to anybody anything that the government does not first take from somebody else.
4. You cannot multiply wealth by dividing it!
5. When half of the people get the idea that they do not need to work because the other half will take care of them; and when the other half gets the idea that it does no good to work, because somebody else is going to get what they work for; that is the beginning of the end of any nation.”

Kind regards

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