

Engineered stone ban

Starts 1 July 2024 | Some SA transitional exemptions apply

What is engineered stone?

A hardened artificial mix of natural stone, materials with crystalline silica often used in kitchen benchtops, slabs and panels, as defined under [What is being banned?](#)

How are consumers affected?

Check if your new engineered stone benchtop, panel or slab will be installed before 1 July 2024.

If yes, this is before the ban starts, no problem.

If not, check if it will be covered by the exemption. Ensure the agreement to supply it was made on or before 31 December 2023 and retain proof of this.

If contracted before 31 December 2023, check with the supplier if it will be installed before the end of 2024. Ask for any commitment in writing.

If it's uncertain pre-contracted stone will be installed before the end of 2024 discuss other product options with your supplier. **It cannot be installed in 2025.**

If you contracted in 2024, it cannot be installed on or after 1 July 2024.

What's changing

A national ban on the use of new engineered stone benchtops, panels and slabs from 1 July 2024.

- Transitional exemption arrangements apply in South Australia.
- These arrangements only apply to installation contracts that were made on or before 31 December 2023.
- It means these pre-contracted jobs can still be supplied, processed or installed between 1 July 2024 and 31 December 2024.
- Benchtops, panels and slabs already existing in homes will be subject to a system permitting removal, repair and minor modification.
- More details for industry and why this is happening is available on the SafeWork SA website at <https://www.safework.sa.gov.au/industry/construction/engineered-stone-prohibition>.

Products already in homes

Existing products in homes can undergo repair, minor modification, removal and disposal, although it is recommended this be done by a qualified tradesperson who must use control measures to minimise the generation of dust and must wear respiratory protection.

Consumer advice

Some contracts for the delivery of engineered stone bench tops, panels and slabs may not be deliverable.

This may be due to the ban or other flow on affects not limited to supply issues, traders exiting the market or some choosing to prioritise care for workers.

It's best to start discussing your situation with the contracted supplier as soon as possible.

Initially ask them:

- Can they deliver your contracted purchase?
- When this will be done?
- Seek commitments in writing.

Contract variations or non-delivery need further answers about:

- What options is the supplier providing?
- What does this mean for your costs?
- Can they recommend an alternative product or supplier?

Resulting costs or savings are dependent on choices and negotiations by both parties.

Reasonable negotiations are encouraged in fairness to all.

If a consumer wants to cancel a contract that can be supplied:

- Discuss your options and costs with the supplier.
- Seek legal advice if necessary.

Building delays that impact installation dates of items contracted before 2024 will not allow for installation after 31 December 2024.

Equally, delays installing items contracted during 2024 will not avoid the 1 July 2024 ban.

What about similar products?

Certain sintered stone, porcelain and finished stone products are not included in the ban.

Advice for suppliers

Suppliers should retain documentation or proof of installation contracts entered on or before 31 December 2023.

Commence discussions with your customers as soon as possible to determine expectations and intentions for supply and timing.

To avoid disputes, engage in good faith. Clearly communicate what can or can't be delivered to the consumer and by when.

Present any alternative options that you can provide if there is any risk of not meeting exemption timeframes applicable to engineered stone.

Be transparent about resulting costs or savings linked to different choices and be open to fair negotiations.

Can't agree?

Contact Consumer and Business Services on [131 882](tel:131882) for advice and potential conciliation of consumer disputes with a business.