NEWSLETTER VOLUME 6, ISSUE 4 DECEMBER 2025

Welcome to 2025 Q4 WMAI Newsletter. Happy Reading…

REMINDER TO SHOWCASE YOUR TALENT!

We announce the introduction of a new section for this year: **GENERAL INTEREST**

This is where you, our members, get to showcase a job that you are particularly proud of.
It might be an interesting project, an unusual use of membrane, or maybe just a really good-looking job.

IF IT HAS WATERPROOFING, IT QUALIFIES.

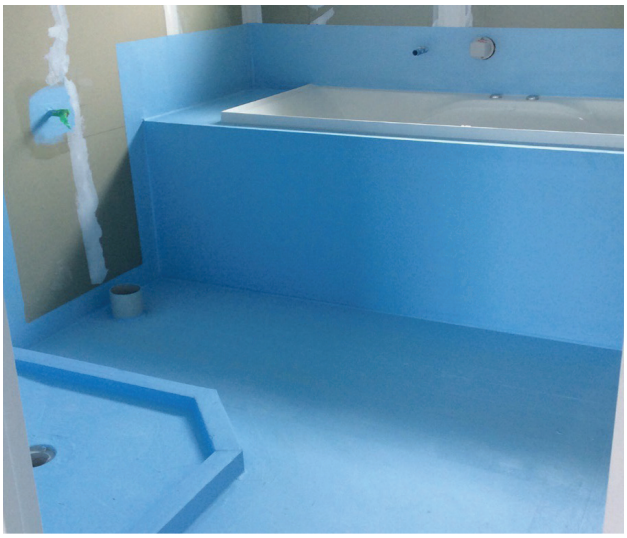
Look out for the submission form on the WMAI website.

WMAI INSIGHTS

Proposed Additions to the LBP Scheme and Lessons from the Leaky Building Era

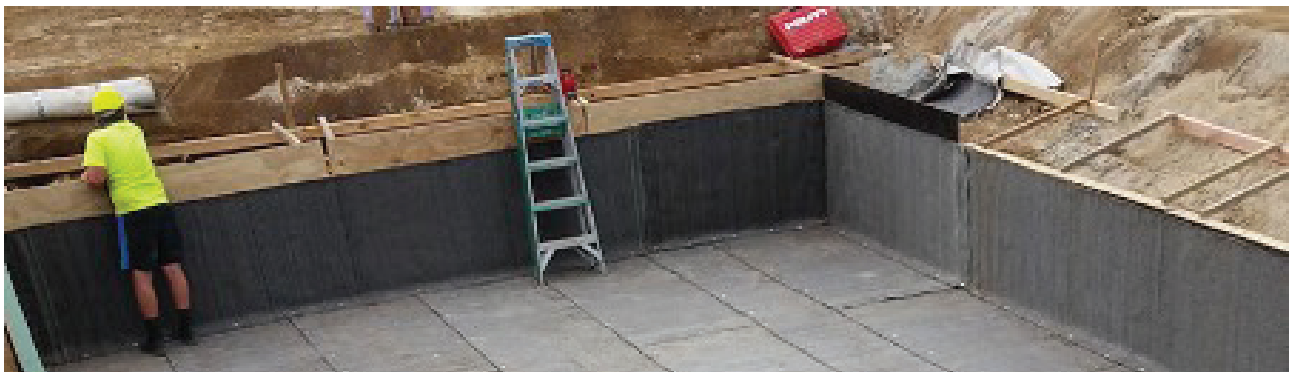
BY GERRY MEKKELHOLT, VIKING ROOFSPEC, VICE CHAIR, WMAI

In recent developments, there's a growing push within Government circles to expand the Licensed Building Practitioner (LBP) scheme with two new classes: an Internal Wet Area LBP and a Below Ground Tanking LBP.



These proposals are still in the early stages of design and discussion, presenting a timely opportunity for industry input. Consultation with the Ministry of Business, Innovation and Employment (MBIE) may soon be on the horizon, and as long-standing LBP holders across other classes, your expertise could shape how these are implemented effectively.

The LBP scheme has matured sufficiently over the years, making it all the more important that practitioners like you provide feedback to MBIE. WMAI is already



engaging in preliminary consultations on this topic. If you have insights or concerns about the LBP scheme _ whether on training requirements, scope definitions, or integration with existing practices – please reach out to your membrane supplier or your local WMAI representative. Your voice matters in ensuring these changes support robust, compliant waterproofing standards.

A Look Back in Time:
Navigating the Leaky Building Syndrome:

It feels like only yesterday that our industry was grappling with the Leaky Building crisis – a perfect storm of regulatory changes, material innovations, and widespread misunderstandings. As the issues unfolded, the Government responded by updating the Building Code, sparking heated debates and some discontent among stakeholders.

At the heart of the finger-pointing were various building components implicated in water ingress and durability failures: from timber treatments and cladding systems to handrail installations, flashing details, and waterproofing products. Each played a role in the broader problems, highlighting the need for systems that could withstand New Zealand's demanding environments.

One particularly contentious decision was the prohibition on direct fixing of tiles to membranes. The rationale was clear and multifaceted:

- **Inspection Requirements:** Membranes must be fully inspectable to ensure integrity.
- **Movement and Stress:** Differential movement between substrates, tiles, and screeds exerts significant force on thin membranes, often leading to splits or lap failures.
- **Durability Standards:** Membranes are required to last at least 15 years under the Building Code's durability clause – though many exceed this, it's a baseline that demands careful protection.
- **Leak Detection and Repair:** In the event of a failure, removing directly fixed tiles frequently damaged the membrane, necessitating extensive uplifting and reinstatement.

Despite initial resistance, complete with some industry "kicking and screaming" waterproofing suppliers adapted to these changes. Today, we've advanced versatile options that allow tiles, decking, or other overlays to be installed and removed without compromising the underlying membrane. This facilitates easy inspection, reinstatement, and free water shedding to outlets or drip edges and external gutters.

Looking ahead, as decks reach the end of their service life, overlay solutions are now feasible after removing and cleaning the existing system. We anticipate Building Authorities will continue rejecting claims for fully bonded systems directly to membranes, reinforcing the evolution toward Code-compliant methods that prioritize longevity and maintainability.

Our industry has come a long way, adopting practices that align seamlessly with the Building Code while enhancing overall building performance. Let's build on this progress as we consider the new LBP classes – your feedback could be the key to getting it right. ■

TECHNICAL

Waterproofing Warranties – Promises, Pitfalls, and the Path to True Sustainability

BY MALCOM ROSS, DETEC NZ

But I have a warranty!!!

Previously we spoke about the consequences of failure – how do you go about repairing a breach should it occur, what other components will be affected by that failure. The next question to ask is "who will pay for it?" and what does that mean when the material supplier has promised you 15, 20, 25, 30, 40 and even a 50-year warranty?

Firstly, what is a warranty? Many people misunderstand how a warranty works and their obligations to perform as part of that contract; yes, it is a contract. Ultimately it is an agreement between the manufacturer / supplier and the end user (typically asset owner) that states each party's contractual obligations to that agreement for the warranty to be enforceable; essentially, if the end user keeps up the required maintenance and documentation as stipulated by the supplier then if anything goes wrong, the manufacturer/supplier will rectify the situation – under specific conditions and circumstances to the extent they have specified.

Today we see organisations offering warranties that have little to no chance of ever being enforced; typically, because the end user did not keep up even the smallest part of the agreement.

For example:

- Was the initial warranty paperwork submitted to the supplier?
- Has the membrane been inspected, cleaned, assessed and documented as described upon completion and at the required intervals?
- Was the product installed by a trained and approved applicator?
- Are seams checked and the thickness of coatings confirmed?

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- Did the installer complete the required tests and submit those findings (flood or ELD testing?)
- Have breaches caused by external factors been repaired / notified in a timely manner?
- Was the specified product installed and not substituted?
- Have the specified details been achieved as required by the manufacturer?
- Was the manufacturer's adhesive used or was a non-conforming product applied?

Following that is the ultimate question: is the supplier of the product going to be around with its current ownership for the duration of the warranty period? Long warranties and big promises sound good at the start of the discussion but can quickly dissolve with the cessation of a business entity. What is stopping that supplier from changing their name from 'XYZ Wholey Waterproofing 2023 Ltd' to 'XYZ Wholey Waterproofing 2025 Ltd'? "I am sorry that company has closed and no longer operating. Please contact your insurance provider." Be it handed down to the next generation or just sold; it is highly unlikely any subsequent owner is going to warrant those installations that came before.

This is where you want to have a good look at the supplier's insurance policy to make sure it is covered for the next 'X' years and what you may need to do. If your property is under the administration of a facilities management company, you want to be sure the documentation stays with the building and not discarded as what sometimes happens when the administration changes… and so on.

So, the next question is who is the client going to come after now that the supplier is (technically) no longer around? If the product was substituted, will the building owner opt to come after the installer because the installer changed the specified product to one of their choosing? They say the laws memory is as long as an elephant's.

With an ever-increasing focus on the warranty duration and less on the actual quality / technical understanding of the products being installed, components with big word terminology can go in with not much substance coming out. Big promises can be made and written down where in reality they are not worth the paper they are written on; possibly even better to have been used to start a fire or end its conventional existence by being flushed down the loo. One document we reviewed stated the warranty will never exceed the original installation cost – with inflation the cost of a roof repair in 10+ years may be significantly higher: possibly double. Additionally, that same warranty stated the warranty could be terminated if the owner did not pay the investigation and inspection costs. How many of you have read the fine print?

Finally, what the warranty covers must be recognised. Many warranties will only cover the product but not the:

- Removal of the failed product,
- Disposal costs,
- Surface preparation,
- Product installation,
- Remedial works of the areas affected by the breach,
- Business continuity costs (all costs including temporary office relocation if required and lost rental income for the owner),
- Cold calling opportunities lost,
- and so on…

We often hear words to the effect of "I will not be around in 'X' years, so it will not be my problem. Someone else will have to deal with it!" – Sustainability at its finest!

To be a truly sustainable society, we must cut through the creative responses and propaganda being offered up and look beyond the BS that is offered in some warranties. Embrace what is tremendously important: recognised quality products from quality companies that will be around to resolve the issues should the 'sheep hit the fan!' These products are backed up by years of experience, successes and failures that have been forged in the New Zealand environment. Quality will be around far longer after the price has been forgotten. ■

Happy Waterproofing
The Team at Detec New Zealand

WMAI INSIGHTS

Jumping to Conclusions – The Perils of Assumptions in Waterproofing Investigations

BY GERRY MEKKELHOLT, VIKING ROOFSPEC, VICE CHAIR, WMAI

In a recent meeting, I was presented with a photo of a waterproofing job where the membrane had pulled away from the wall.

The implication was clear: this failure stemmed from a missing detail in the system design. While that could indeed be the case, far too few questions were asked about the image to draw any firm conclusions. It wasn't until later, upon reflection, that I considered the broader possibilities. The power of targeted questioning in our industry cannot be overstated; it separates assumptions from facts.

- At what time of year was the product applied, and how might environmental conditions have played a role?
- How was the substrate installed, and was the substrate checklist properly completed?
- How old is the membrane, and has it been subject to ongoing maintenance?

I could list more, but these inquiries alone would help identify alternative explanations—or validate the original hypothesis.

Substrate movement was evidently a factor here (an initial assumption worth exploring). But several key questions went unasked, which could have shed light on the true cause:

- What was the actual product used, and who was the New Zealand supplier?
- Was the adhesive part of the supplier's approved system?
- Had the adhesive undergone independent testing?
- Could the applicator have thinned the adhesive?

When a product or system has been successfully installed across the country with minimal issues, and you're shown a rare example of failure that hasn't occurred in 99% of other jobs, it's far more likely that a deviation from standard practices is at play. Human nature often leads us to generalize the failure, blaming the product, installer, or entire system outright. Throw in the amplifying effect of social media, and the damage can spread quickly, unfairly tarnishing reputations without basis.

This rush to judgment stems from a lack of thorough

investigation and a real understanding of the "why." Assumptions too easily morph into unfounded conclusions.

For manufacturers to confidently release a product into the market, they must conduct rigorous testing to international standards. Make no mistake, this is a costly, time-intensive process that increases product prices but significantly reduces risks and provides assurance. If this has been done properly, outright product failure is an unlikely culprit.

Reducing failures further involves a chain of best practices:

- Installers must be trained and adhere strictly to specifications.
- Designers should consult with suppliers to ensure robust, tailored requirements.
- Engineers need to be involved to address structural elements and minimize risks.
- Building authorities play a vital role in reviewing designs for Code compliance.
- Builders ensure the correct construction sequence is followed.
- Post-installation testing (e.g., flood or electronic leak detection) serves as a crucial final check.
- Comprehensive documentation must be completed and archived for future reference.

Adhering to this process makes diagnosing any issues far simpler and more accurate. So, was the omitted design detail truly the cause in this case? I can't say for certain. Without a proper investigation, no one can reach a conclusive answer—and that's precisely the point.

As the old saying goes:
To assume makes an ASS out of U and ME.

Stay vigilant and question everything! ■

CASE STUDY

When Is a Producer Statement (PS3) Really Required?

BY GERRY MEKKELHOLT, VIKING ROOFSPEC, VICE CHAIR, WMAI

Date of Submission: Oct 24, 2025
Instructor: Raf Dow

Abstract:
This case study examines MBIE Determination 2024/072, which addresses the legal and practical requirements surrounding producer statements (PS3s) including PS3s for membrane roofing on residential buildings in New Zealand. Although it is a common understanding in the industry that a PS3 producer statement is required for membrane roofing compliance, the determination clarifies that councils cannot insist on a PS3 as the sole evidence of compliance when issuing a Code Compliance Certificate (CCC). The situation involved a homeowner being unable to provide certain producer statements, including a PS3 for the roof membrane, due to subcontractor changes and lost documentation. The council refused to issue a Code Compliance Certificate (CCC) on the grounds of missing producer statements —despite the roof's proven performance and having passed inspections. The MBIE determination found this refusal unjustified, as the council did not consider other available evidence of compliance and there was no evidence of non-compliance with the building work. The paper highlights the importance of comprehensive record-keeping, particularly the role of Licensed Building Practitioner (LBP) Records of Work (ROWs), in ensuring traceability and compliance. The findings reinforce that while producer statements are valuable, they are not legally mandatory, and councils must consider all reasonable evidence of compliance. Practical recommendations are provided for roofing professionals to maintain robust documentation and clear communication with clients and authorities.

Case Study:
When Is a Producer Statement (PS3) Really Required?
Lessons from MBIE Determination 2024/072

Producer statements (especially PS3s for membrane roofing) are a familiar part of the compliance process, but a recent Ministry of Business, Innovation & Employment (MBIE) determination shows that councils can't always enforce their use as a strict requirement. Here's what happened, and what it means for our industry.

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The Situation:
A homeowner in Auckland applied for a Code Compliance Certificate (CCC) for a property with a membrane roof. The local council (the Building Consent Authority, or BCA) refused to issue the CCC, citing missing paperwork—including a PS3 producer statement for the membrane roof. However, it's important to note that the core issue in this case was not simply the absence of the membrane PS3. The council's refusal was based on a combination of outstanding producer statements and documentation for several aspects of the build (including the membrane roof, solar water heating, and reinforced concrete piles), rather than any identified non-compliance with the actual building work. The roof had been installed by a sub-contractor, and after several years and staff changes, the required PS3 couldn't be located.

The Council's Position:
The council insisted that without the PS3 (and some other producer statements), they could not issue the CCC—even though:

- The membrane roof had passed physical inspections.
- The roof had performed well for years, with no leaks or issues.
- The building consent conditions required producer statements to "demonstrate compliance," but didn't make them the sole form of evidence.

The Owner's Response
The owner pointed out that:

- The roof was in good condition and performing as intended.
- The inability to produce a PS3 was due to circumstances outside their control (staff changes, subcontractor not identified, lost paperwork).
- Other evidence (inspections, performance history) supported compliance.

MBIE's Determination
MBIE found that:

- Producer statements (like PS3s) are helpful evidence, but not mandatory under the Building Act 2004.
- Councils must consider all available evidence of compliance, not just paperwork.
- If a PS3 can't be provided, other proof—such as inspection records, site performance, or a manufacturer's inspection—can be used.
- Refusing a CCC solely because a PS3 is missing, without specific evidence of non-compliance, is insufficient.

Key Quote from the Determination:
"A producer statement does not hold any particular status under the Building Act, and an authority cannot require that a producer statement (as the only outstanding matter) be provided for issuing a code compliance certificate."

Practical Lesson:
The Value of Good Record-Keeping

While the main focus of the MBIE determination was on producer statements, the case also highlights the importance of robust documentation in roofing projects. For restricted building work (RBW) such as residential roofing, Licensed Building Practitioners (LBPs) are legally required to provide a Record of Work (ROW) to both the homeowner and the council. This document records who carried out or supervised the membrane installation, but it also ensures that, years down the track, the project team can always identify the responsible parties—even if staff or contractors have changed.

In this particular case, the inability to identify the original membrane roofing subcontractor made it much harder for the owner to provide the paperwork the council wanted. Having a properly completed ROW on file would have included the LBP's details and could have streamlined the compliance process. It's also critical to apply for your CCC promptly after the final inspection. Delays can result in lost paperwork, unavailable contractors, and increased compliance challenges, as demonstrated by the difficulties faced in this case.

Takeaway:
Keep thorough records for every project—including Records of Work (ROWs), producer statements, QA documentation, and photos. Homeowners should be advised to apply for their Code Compliance Certificate (CCC) without unnecessary delay. It's not just about ticking boxes, it's about protecting your business, your clients, and the long-term integrity of the building.

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What This Means for our Membrane & Waterproofing Professionals:

- Do your paperwork, but don't panic if a PS3 goes missing. If you can't provide a PS3, make sure you have other evidence—inspection records, performance reports, or a manufacturer's assessment.
- Councils can't enforce PS3s as the only route to compliance. They must consider all reasonable evidence that the membrane system meets the Building Code and consented plans.
- Communication is key. If you're missing documentation, talk to the council early and suggest alternatives (such as a site visit by the membrane supplier or engineer).
- Keep clients informed. Let homeowners and builders know that while producer statements are best practice, they're not the only way to prove compliance.

In the case of unconsented work:

There are some clients that have been expecting a PS3 for non-consented work. As the Applicator you would not be required to give the PS3. The council form asks for building consent numbers that the client does not have. The PS3 is a Building Authority document. If the work is not completed with the Build Authority, why would you fill this out.

You are obligated to give a workmanship and product warranty once the job is complete. ■

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ADVERTORIAL

Marketing Matters - Email Marketing

BY TERRI GASPARICH, TG DESIGN

Welcome to the fifth article of Marketing Matters
Why Email Marketing still wins, and why your business needs it working properly.

If your business is growing, chances are your inbox is already full… but your email list might be sitting quietly in the background. That's a missed opportunity.

Email marketing is one of the few channels where you can speak directly to people who've already shown interest in what you do. No algorithm guessing games. No hoping your post gets seen. Just a clear, consistent way to stay visible, build trust, and turn past enquiries and customers into repeat business.

Here's why it matters.

1) It's direct, personal, and relationship-driven
Email lands in a space people check every day. When your content is relevant (and not spammy), it feels like a helpful touchpoint rather than "marketing". With personalisation and smart targeting, you can share the right message with the right people – based on what they care about.

2) It delivers one of the best ROIs in marketing
Email marketing consistently performs because you're communicating with warm contacts – people who already know your brand. With a few key automations (like a welcome sequence or follow-ups), your emails can keep working in the background while you get on with running the business.

3) It's data-driven, so you can improve, not guess
Email platforms give you real insights:

- open rates - are people interested?
- click-through - rates what do they care about?
- conversions - did it lead to action?

This takes the guesswork out of your marketing and helps you make smarter decisions over time.

4) You can segment and target like a pro
Not everyone on your list needs the same message. Segmenting your database (by service type, location, past purchase, level of engagement, etc.) means your emails feel more relevant – so you get better results and fewer unsubscribes.

5) It's cost-effective and scales easily
Email is one of the most budget-friendly marketing tools – especially compared to paid advertising. You can start simple, stay consistent, and build momentum without needing a huge spend.

6) It builds loyalty and repeat business
Most businesses focus heavily on getting new leads… but steady growth often comes from staying connected with the people who already trust you. Regular, valuable emails keep you front-of-mind, strengthen relationships, and encourage repeat work and referrals.

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7) It supports everything else you're doing

Email works beautifully alongside your other marketing:

- share a new blog post
- promote an event
- drive traffic to your website
- reinforce your social content
- follow up enquiries with a nurture sequence

It's the "connector" that helps your marketing feel joined up, not scattered.

A simple question to ask yourself

If a great past client had forgotten you existed… would your business show up in their inbox often enough to remind them?

If not, email marketing is one of the easiest wins to get back on track – especially when time is tight and consistency is the hard part.

If you're unsure how to go about setting up your email marketing or restarting one, let's chat about what can be done – it's how I help my clients. ■

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