Resource > Client information notes

Opening up and testing the works

Last edited 23 December 2011

Occasionally, work which has been done by the contractor needs to be opened up for testing or inspection. If this is necessary it will be ordered by your architect.

Each time your architect visits the site there is a possibility that they will ask for some part of the work to be opened up. For example, if the architect suspects that a damp course hasn't been installed or that bricks are not being properly laid, they will ask the contractor to take some of the work down.

However opening and testing may be expensive and time consuming, and generally your architect will seek your instructions before issuing an order to the contractor.

There are a number of reasons why such action could be necessary. Most of them will relate to a suspicion in your architect's mind that the work may not have been performed correctly or to an appropriate standard, or that work has been deliberately covered up by the contractor before the architect has inspected it.

It must be remembered that architects are not on site all the time and therefore cannot monitor everything that happens.

It is best to correct any problems as soon as possible as the longer they are left the greater the disruption to the job and potentially the greater the expense that will be incurred.

Who pays for it?

The contractor will have to pay if:

- the opening and testing shows that the work is not in accordance with the contract
- or a provision for testing has already been allowed for in the price of the building

If the work is found to be defective the contractor will also suffer any consequences of the delay caused. If no fault is found, the cost will be added to the contract sum, and the client pays.

Will it delay completion of the project?

Opening up, testing and restoring will all take time. If the defective work is the contractor's fault then the contractor will have to cope with the delay. If the materials and work is all in order then the contractor is entitled to an extension of time.

Are there any alternatives?

You can choose not to open up and test the works, however, if there is a serious fault it might be much more expensive to repair later on when the building is complete.

Even if the building is almost complete when the potential fault is discovered, it is usually worth insisting that the matter be dealt with immediately, rather than waiting to see what will eventuate. Contractors who are on site and awaiting final payment may be more willing to cooperate than those who have been paid and moved on to other projects. Further, if you are aware of a potential fault, in most cases you will only have a limited time to claim on guarantees or commence legal proceedings, if that becomes necessary.

You could also accept a bank guarantee from the contractor for the likely cost of repair if there proves to be a defect. This may be a useful solution if the problem is not particularly serious and checking for it would be expensive, provided there is no short time limit that might deprive you of your rights.

Where there is a possibility of enormous cost in the future to correct something relatively simple now, it is recommended that the matter

be investigated as soon as any suspicion is raised.

Conclusion

If your architect advises opening up and testing the works it would be sensible to accept that advice. You should take into account the seriousness of the potential problem, the ease or difficulty of later repair and the likely cost and delay if the work is found to be acceptable after all.