

New rules of Building Safety Act + Building Regulations

HOW TO APPLY TO SMALL PROJECTS

29th April 2026



FEDERATION OF
MASTER BUILDERS



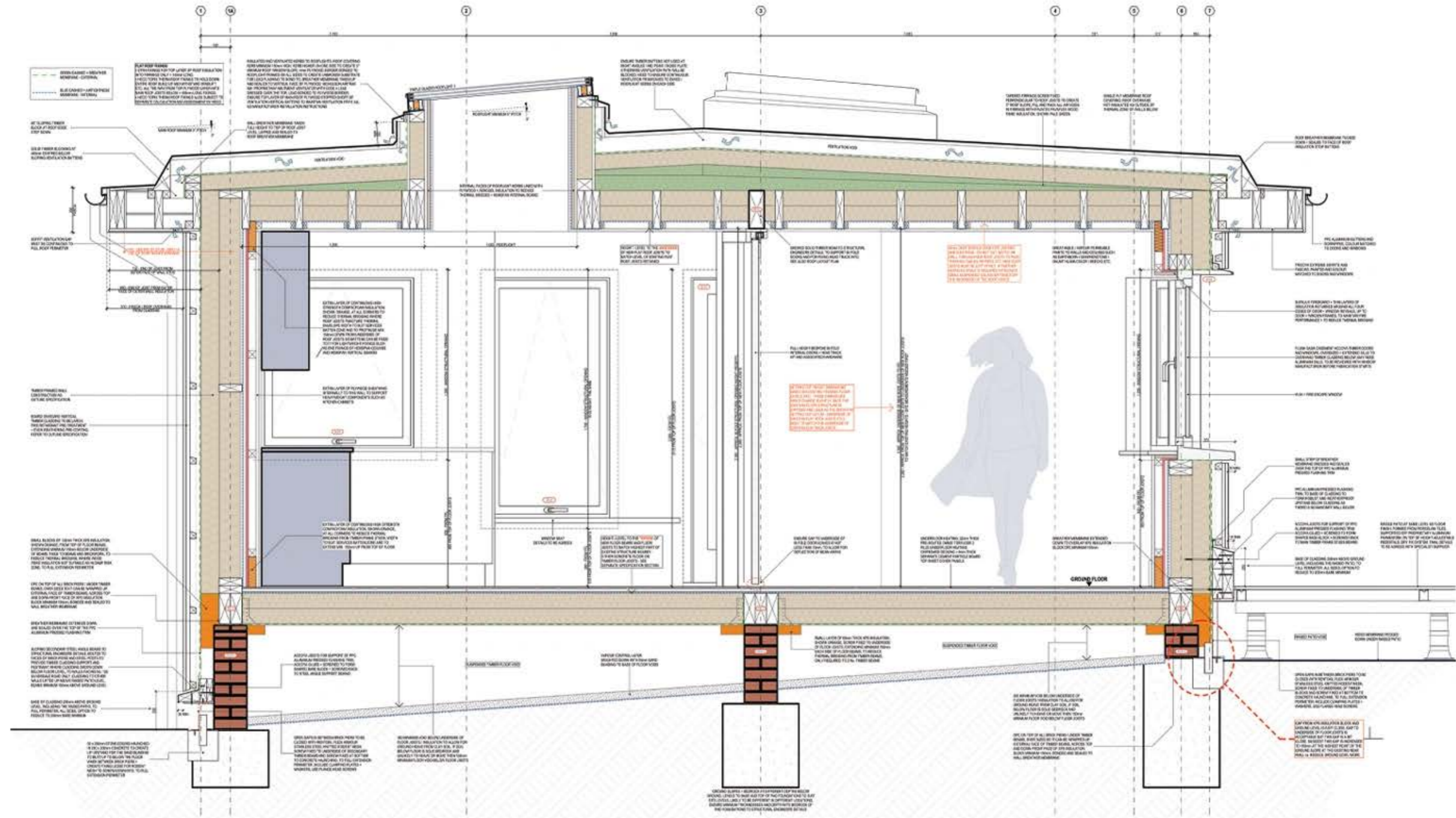
IKONOGRAFIK
DESIGN



What we'll talk about

- Practical applications + common scenarios
- How to engage with architectural technologists + other professionals
- How co-ordination should take place between dutyholders for late design changes

- What about the Principal Designer's fees ?
- Suggested tools to help you document and prove compliance
- Live case study, on site now



PROPOSED SECTION A-A
1-10

This talk is:

- About small scale buildings, not Higher Risk Buildings.
- Aimed at Domestic but could also be Commercial.
- Based on traditional procurement, design completed before construction, unless Contractor Designed Portions used.

- Not based on Design + Build or Partnering procurement, with early contractor engagement.
- Not based on CDM 2015 duties.



FIRST FLOOR

GROUND FLOOR

FIRE ESCAPE WINDOW

BIRCH TREE

Practical applications + common scenarios

- Late design change, on site, during construction.
- Good intentions, to make something cheaper or quicker or noticed something that doesn't work.
- Be careful though.

- Who is taking design responsibility for the change?
- Who will benefit from the design change?
- If it's just about making life easier for the Principal Contractor and team but there are no cost or time benefits for the Client is it worth it?
- Implications?

- If the Principal Contractor changes something on site without checking with the Principal Designer first and getting their approval the Principal Contractor is essentially taking on design liability and responsibility for this change, unless checked and approved by the Principal Designer, and possibly Building Control.

- **The drawings and specification should also be updated accordingly as contract documents.**
- **A good Principal Designer will usually have designed and specified something for good reason.**
- **Changing the design at a late stage may mean a non-compliant design is being built.**

- Use common sense though.
- **Small insignificant changes shouldn't need to be checked, co-ordinated and approved.**
- **Mainly to do with larger changes that affect structure, groundworks, fire safety, thermal performance, etc.**

- Does the Principal Designer need to be involved during the construction phase of a project?
- Is this a requirement under the legislation?

How to engage with architectural technologists + other professionals

- Good communication, keep talking to each other.
- Nothing new.
- Suggest start off with telephone call.



- Ensure agreements and decisions made are followed up with emails / in writing. Filed and easily retrieved.
- Don't start building work if it's different to the approved design and drawings and then contact the Principal Designer or Designer, might be a bit late.
- Any doubt or questions speak to the Principal Designer first.

How co-ordination should take place between dutyholders for late design changes

- Have a chat.
- Follow up with proposed changes in writing, involve Client in these conversations. State reasons.



- Allow a reasonable timeframe, people are busy.
- Suggest at least 2-3 weeks, maybe more.
- Principal Designer and / or other Designers check proposals.
- May involve updating drawings in draft and checking for clashes elsewhere not thought of.

- Principal Designer reports back to Principal Contractor and Client on implications of change + potential knock on effects, short + long term.
- **Principal Designer and / or other Designers confirm** they are happy with the design change and the change doesn't affect other parts of the design and construction too much.

- Drawings and specification can be updated to reflect this design change.

OR

- Principal Designer and / or other Designers are not satisfied with the design change, don't want to update the drawings and specification.

- **If this is the case then a modified change can be agreed and the drawings and specification can then be updated.**

OR

- **Drawings and specification not updated.**

- Principal Contractor has a choice, change as they originally suggested but they take on design risk.

OR

- **Don't change and leave drawings and specification as originally shown.**



What about the Principal Designer's fees ?

- Principal Designers and / or other Designers are often only employed up to RIBA Stage 4, Planning + Building Regulations.

- If design changes are proposed during RIBA Stage 5 this may mean the Principal Designer and / or other Designers are not being paid for their expertise.
- Principal Designer and / or other Designers may need to visit site to review proposed changes, update drawings in draft, report back and then **update drawings and specification fully.**

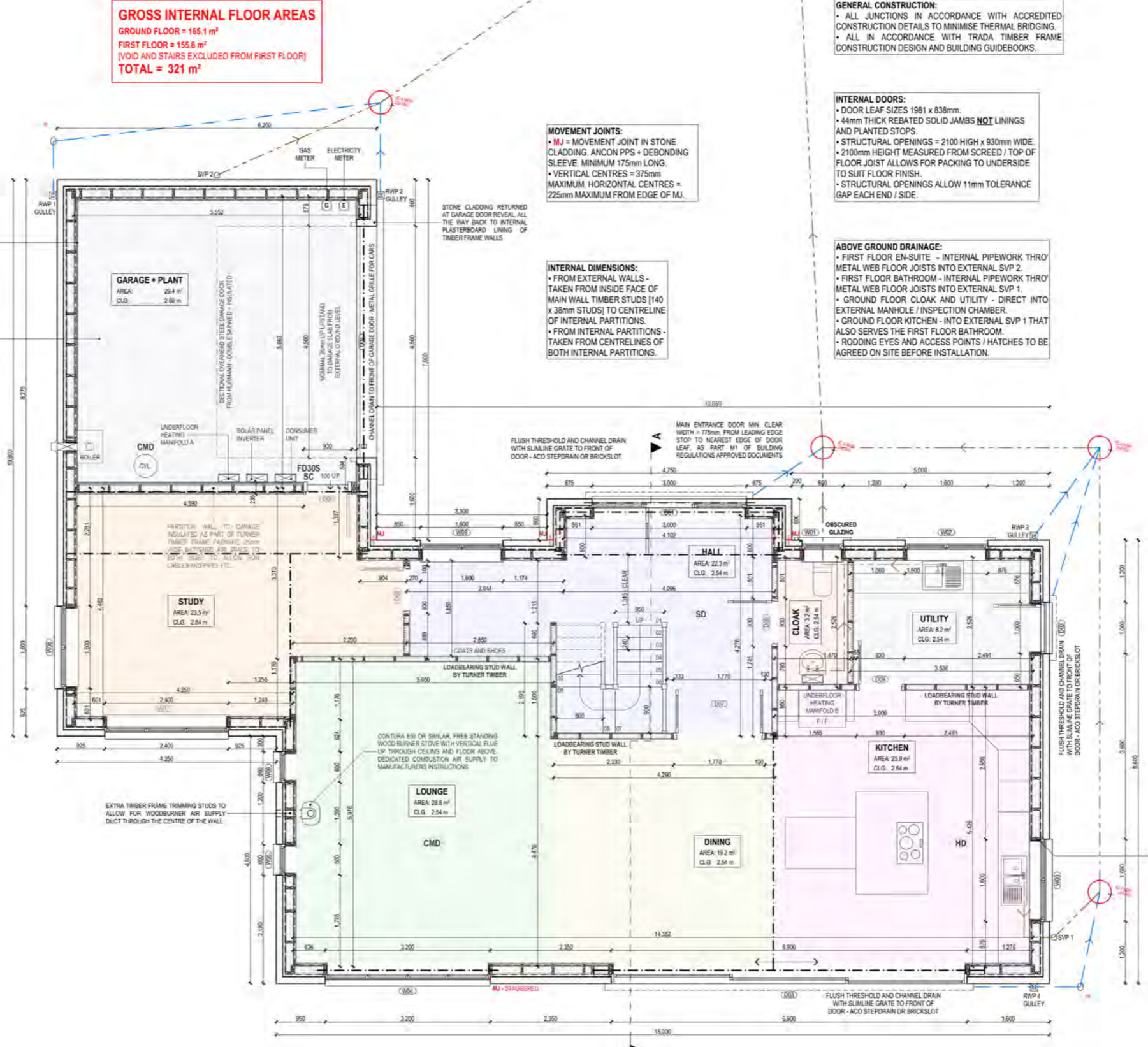
- This could easily take up several hours of time, say ½ day or a full day of work overall, possibly more depending on the proposed design change.
- What if part of the design doesn't actually comply?
- Who pays for their time?
- Client? Principal Contractor?
- Possibly the Client, but it depends.

- As a Principal Designer and / or other Designers you should have already allowed for this eventuality in your original quote or fee proposals.
- If you don't have this covered in your documentation, suggest this is introduced.
- Need to be mindful of this if suggesting late design changes.

GROSS INTERNAL FLOOR AREAS
GROUND FLOOR = 165.1 m²
FIRST FLOOR = 155.8 m²
[VOID AND STAIRS EXCLUDED FROM FIRST FLOOR]
TOTAL = 321 m²

GARAGE INTERNAL WALLS LINED FIRST WITH PLASTERBOARD TO PROVIDE 30 MINS FIRE RATING THEN OVERBORDARED WITH MINIMUM 19mm THICK OSB

NO INSULATION UNDER GARAGE CONCRETE GROUND FLOOR SLAB. UNDERSIDE OF FIRST FLOOR JOISTS SINGLE BOARDED FIRST WITH 12.5mm THICK PLASTERBOARD TO PROVIDE 30 MINS FIRE RATING THEN UNDERBORDARED WITH 91mm THICK KINGSPAN K119P SOFFIT BOARD INSULATION (91mm + 85mm INSULATION + 6mm THICK NON-COMBUSTIBLE FACING FIRE BONDED TO INSULATION) - SEE ALSO SEPARATE NOTE



MOVEMENT JOINTS:
 • MJ = MOVEMENT JOINT IN STONE CLADDING. ANCON PPS + DEBONDING SLEEVE. MINIMUM 175mm LONG.
 • VERTICAL CENTRES = 375mm
 MAXIMUM HORIZONTAL CENTRES = 225mm MAXIMUM FROM EDGE OF MJ.

INTERNAL DIMENSIONS:
 • FROM EXTERNAL WALLS - TAKEN FROM INSIDE FACE OF MAIN WALL TIMBER STUDS (140 x 38mm STUDS) TO CENTRELINE OF INTERNAL PARTITIONS.
 • FROM INTERNAL PARTITIONS - TAKEN FROM CENTRELINES OF BOTH INTERNAL PARTITIONS.

GENERAL CONSTRUCTION:
 • ALL JUNCTIONS IN ACCORDANCE WITH ACCREDITED CONSTRUCTION DETAILS TO MINIMISE THERMAL BRIDGING.
 • ALL IN ACCORDANCE WITH TRADA TIMBER FRAME CONSTRUCTION DESIGN AND BUILDING GUIDEBOOKS.

INTERNAL DOORS:
 • DOOR LEAF SIZES 1981 x 838mm.
 • 44mm THICK REBATED SOLID JAMBS **NOT** LININGS AND PLANTED STOPS.
 • STRUCTURAL OPENINGS = 2100 HIGH x 930mm WIDE.
 • 2100mm HEIGHT MEASURED FROM SCREED / TOP OF FLOOR JOIST ALLOWS FOR PACKING TO UNDERSIDE TO SUIT FLOOR FINISH.
 • STRUCTURAL OPENINGS ALLOW 11mm TOLERANCE GAP EACH END / SIDE.

ABOVE GROUND DRAINAGE:
 • FIRST FLOOR EN-SUITE - INTERNAL PIPEWORK THRO METAL WEB FLOOR JOISTS INTO EXTERNAL SVP 2.
 • FIRST FLOOR BATHROOM - INTERNAL PIPEWORK THRO METAL WEB FLOOR JOISTS INTO EXTERNAL SVP 1.
 • GROUND FLOOR CLOAK AND UTILITY - DIRECT INTO EXTERNAL MANHOLE / INSPECTION CHAMBER.
 • GROUND FLOOR KITCHEN - INTO EXTERNAL SVP 1 THAT ALSO SERVES THE FIRST FLOOR BATHROOM.
 • RODDING EYES AND ACCESS POINTS / HATCHES TO BE AGREED ON SITE BEFORE INSTALLATION.

THIN LAYER OF INSULATION TO WINDOW REVEALS ON BOTH SIDES AND TO HEAD

Suggested tools to help you document and prove compliance

- Processes I use, that should work, probably different ways of doing things that deliver same result.
- Include for construction involvement in your quote and appointment docs, time charge, hourly rate.

- Adopt Standard Operating Procedures, create templates that can be reused.
- **Use Checklists that flag up key actions and when they are required.**
- **Before design work commences send specific letter to Clients notifying them of their duties and get confirmation they understand.**



Ref: "Job no. here" -1A / PD-D
Duties

Date: "DD Month YYYY"

HARDCOPY AND EMAIL

Name
Address
Address
Address
Address

Dear Name[s] ,

DOMESTIC CLIENT DUTIES FOR CONSTRUCTION PROJECTS

Thank you for the opportunity to provide professional services in connection with "insert project details" ["the Project"].

Prior to undertaking any services in connection with the Project we would like to take this opportunity to advise you of duties that you have as our Client under the Construction [Design and Management] Regulations 2015 [CDM Regulations] and The Building Regulations 2010 [Building Regulations] as amended by The Building Regulations etc. [Amendment] [England] Regulations 2023.

These Regulations create statutory duties for Clients, Designers and Contractors in connection with the design and construction of buildings to ensure that buildings are safe to build, occupy, maintain and demolish and to ensure that they comply with the relevant requirements of the Building Regulations [relevant requirements].

Our Designer duties under the Regulations prohibit us from starting design work unless we are satisfied that you are aware of your duties under the Regulations.

As a domestic Client your duties under the Regulations are to:

- provide building information and pre-construction information as soon as is practicable to every Designer and Contractor appointed, or being considered for appointment, on the Project,
- cooperate with any other person working on or in relation to the Project to the extent necessary to enable any person with a duty or function under the Regulations to fulfil that duty or function.



There are further Client duties under the Regulations that will be undertaken by others on your behalf because you are a domestic Client. These duties include making suitable arrangements for planning, managing and monitoring the Project, including allocating sufficient time and other resources, that must be maintained and reviewed throughout the Project, so as to ensure:

- Design work is carried out so that the building work to which the design relates, if built, would be in compliance with all relevant requirements,
- Building work is carried out in accordance with all relevant requirements,
- Designers and Contractors working on the Project co-operate with each other to ensure compliance with all relevant requirements,
- Design and building work is periodically reviewed to identify whether it is higher-risk building work,
- Building work can be carried out, so far as reasonably practicable, without risks to the health and safety of any person affected by the Project,
- Facilities required by Schedule 2 of the CDM Regulations are provided in respect of any person carrying out construction work.

If there will only be one Contractor on the Project these Client duties must be undertaken by that Contractor. If there is more than one Contractor, these Client duties must be undertaken by the Principal Contractor.

"Select one of the two options below, relating to Basic Package or Advance Package + include in paragraph above"

"Basic Package - not included, chargeable extra service"

As already confirmed to you, as you have employed Ikonografik Design for the Basic Service Package, which does not include project management, this will only be for part of the Project, until our agreed appointment ends, after the Building Regulations application has been submitted. When our appointment ends you need to appoint another Principal Designer as soon as you are able to. If that does not happen and further assistance is required from us, after our agreed appointment has ended, we are happy to provide you with ongoing 'ad hoc' assistance at the hourly rate agreed in our quote dated "DD Month YYYY" Alternatively, if you would like us to undertake these duties on your behalf, as your Principal Designer, we would be happy to discuss this with you. This line no longer needed ?

"Advance Package - included"

As already confirmed to you, as you have employed Ikonografik Design for the Advance Service Package, which includes project management, I confirm you have transferred your Client duties to Ikonografik Design. This will be for the whole of The Project, until project completion. This takes the pressure off you and the builder for Client duty compliance, especially if you and the builder are both unfamiliar with the Building Regulations and CDM Regulations and hopefully provides some peace of mind.

"Select and edit one of the two options below, delete the one not used + include the either or paragraph as well"



"Option 1:"

We envisage that more than one Contractor will be working on this project, therefore under the CDM Regulations and Building Regulations you must appoint in writing:

- a Designer with control over the design work as the Principal Designer,
- a Contractor with control over the building work as the Principal Contractor.

You may make separate appointments to these roles under the CDM Regulations and Building Regulations respectively. Or you may certify that your CDM Regulations Principal Designer and Principal Contractor are also to be treated as your Building Regulations Principal Designer and Principal Contractor, provided they are competent to fulfil both functions.

"Option 2:"

We envisage that only one Contractor will be working on this project, therefore under the CDM Regulations and Building Regulations the Contractor will be the Principal Contractor with control over the building work.

Either

As the only Designer on the Project, we confirm we are your Principal Designer with control over the design work.

Or

As the Lead Designer on the Project, we confirm we will agree with the other Designers that we shall be your Principal Designer with control over the design work.

We welcome the opportunity to discuss the above further if you have any queries. Otherwise, to enable us to commence our architectural design services, we would be grateful if you would confirm in writing that you are aware of your duties. A simple email is all that is required, from you to me, to confirm that you are aware of your duties, described in this letter.

If you would like to discuss how the above may impact on the Project or our services more generally, please do not hesitate to contact me. In the meantime, you can find more guidance regarding your Client duties on the following websites:

<https://www.hse.gov.uk/construction/cdm/2015/summary.htm>

<https://www.gov.uk/guidance/design-and-building-work-meeting-building-requirements#domestic-clients-duties>

"insert any other applicable references to online resources or internal SharePoint links or separate documents"

I look forward to hearing from you soon.

Yours sincerely,

- CIAT and RIBA have produced various help guide templates that you can use. Mine is based on these.
- When your input ends, which could be before RIBA Stage 5, send the Client a Building Regulations Compliance Statement that summarises the arrangements you put in place to fulfil your duties.

Chapter 2, Section 11M, of the Regulations, states:

“(5) The principal designer must...

...(b)when the principal designer’s appointment ends, no later than 28 days after the end of the appointment, give to the client a document explaining the arrangements it put in place to fulfil the duties under paragraphs (1) to (3).”

CLIENT	"Client Name[s]"	
PROJECT	"Project number + description"	
PROJECT ADDRESS	"Project address"	
DOCUMENT NUMBER	Job-No- 1A-	
FILE REFERENCE		
DATE	"DD Month YYYY"	
REVISION HISTORY	-	
-	Issued to Clients following completion of services.	"DD Month Year"

Introduction

In accordance with *The Building Regulations* etc. (Amendment) (England) Regulations 2023, that came into force on the 1st October 2023 this document is a brief summary that outlines the arrangements that we, Ikonografik Design, put in place to fulfil our duties.

The following information shows how we:

- Identified risks and our management arrangements / processes.
- Explains what guidance has been used to inform the design.
- Explains how we have assessed the appropriateness of the guidance used for specific elements of compliance.

Please see the following link to read the actual legislation:

<https://www.legislation.gov.uk/ukxi/2023/911/regulation/6/made>

Of particular relevance is Chapter 2, Section 11D, that states:

"(4) Where the appointment of a principal designer or the principal contractor ends before the end of the project, as soon as reasonably practicable the client must appoint a new principal designer or new principal contractor, as the case may be, under this regulation.

"(5) Where the client fails to appoint a principal designer (or a replacement principal designer) or, as the case may be, a principal contractor (or a replacement principal contractor), the client must fulfil the duties of the principal designer or the principal contractor, as the case may be, under these Regulations until they appoint another person to that role."

And Chapter 2, Section 11M, that states:

"(5) The principal designer must...

...(b)when the principal designer's appointment ends, no later than 28 days after the end of the appointment, give to the client a document explaining the arrangements it put in place to fulfil the duties under paragraphs (1) to (3)."

Generally, we follow the guidance and recommendations of *The Approved Documents*. We recognise *The Approved Documents* are not the actual *Building Regulations*. However, we understand that *The Approved Documents* give practical guidance about how to satisfy the requirements of *The Building Regulations*.

We also work with Building Control organisations, such as an Approved Inspector Building Regulations Company or Local Authority Building Control. These organisations check through the proposed designs before construction and flag up any potential issues that need further consideration. We understand this proactive practice helps us to reduce risks and helps us to fulfil our duties by using an external, third-party organisation to check the proposals.

What if the design changes during the construction phase ?

Please note however, that despite our rigorous approach and best attempts a Building Regulations compliant design is not always completed as intended on site by the construction team[s]. We believe we have taken all reasonable steps to ensure that the design is such that if the building work to which the design relates were built in accordance with that design the building work would be in compliance with all relevant requirements

We do recognise that sometimes the materials are substituted for other materials or proposed methods of build are changed to alternatives ways of building. These changes constitute a **design change** and may mean the new design no longer complies with *The Building Regulations*. If this occurs it is very important these design changes are communicated to the Approved Inspector Building Regulations Company or Local Authority Building Control department who are overseeing compliance with *The Building Regulations*.

Ideally, these design changes need to be communicated to us the Principal Designers so we can check and co-ordinate for Building Regulations compliance or suggest alternatives, if not satisfied with the design changes. If this is the case it is likely that we will need to charge additional fees to allow for the extra time required to check and co-ordinate design changes proposed by others, after our appointment concludes, which may mean drawing and specification updates are required. This type of eventuality should have been stated in our quote and appointment documents previously signed and agreed, or by separate agreement at a later date.

Therefore, on this basis we cannot guarantee that our designs have been executed and constructed to comply with *The Building Regulations*.

Part A - Structure

Specialist, qualified Structural Engineers have been employed to design the structure to be suitable for the requirements and brief. It is understood the Structural Engineer's proposals meet and exceed the requirements of *The Building Regulations*. We have reviewed and co-ordinated the Structural Engineers proposals so they fit in with the rest of the building work.

Part B – Fire Safety Strategy

"Add more details as required, see Approved Document Part B sub-sections"

Please refer the current drawings that have a specific block of text on each proposed drawing that describes how we approached Fire Safety. This includes statements for all of the following criteria.

- Structure.
- Fire Protection Strategy Overview.
- Means of warning and escape.
- Internal fire spread [linings].
- Internal fire spread [structure].
- Fire Stopping Strategy.
- External fire spread.
- Access and facilities for the fire service.

Part C – Site preparation and resistance to contaminants and moisture

Generally, in accordance with the guidance and recommendations of *The Approved Documents*.

Part D – Toxic Substances

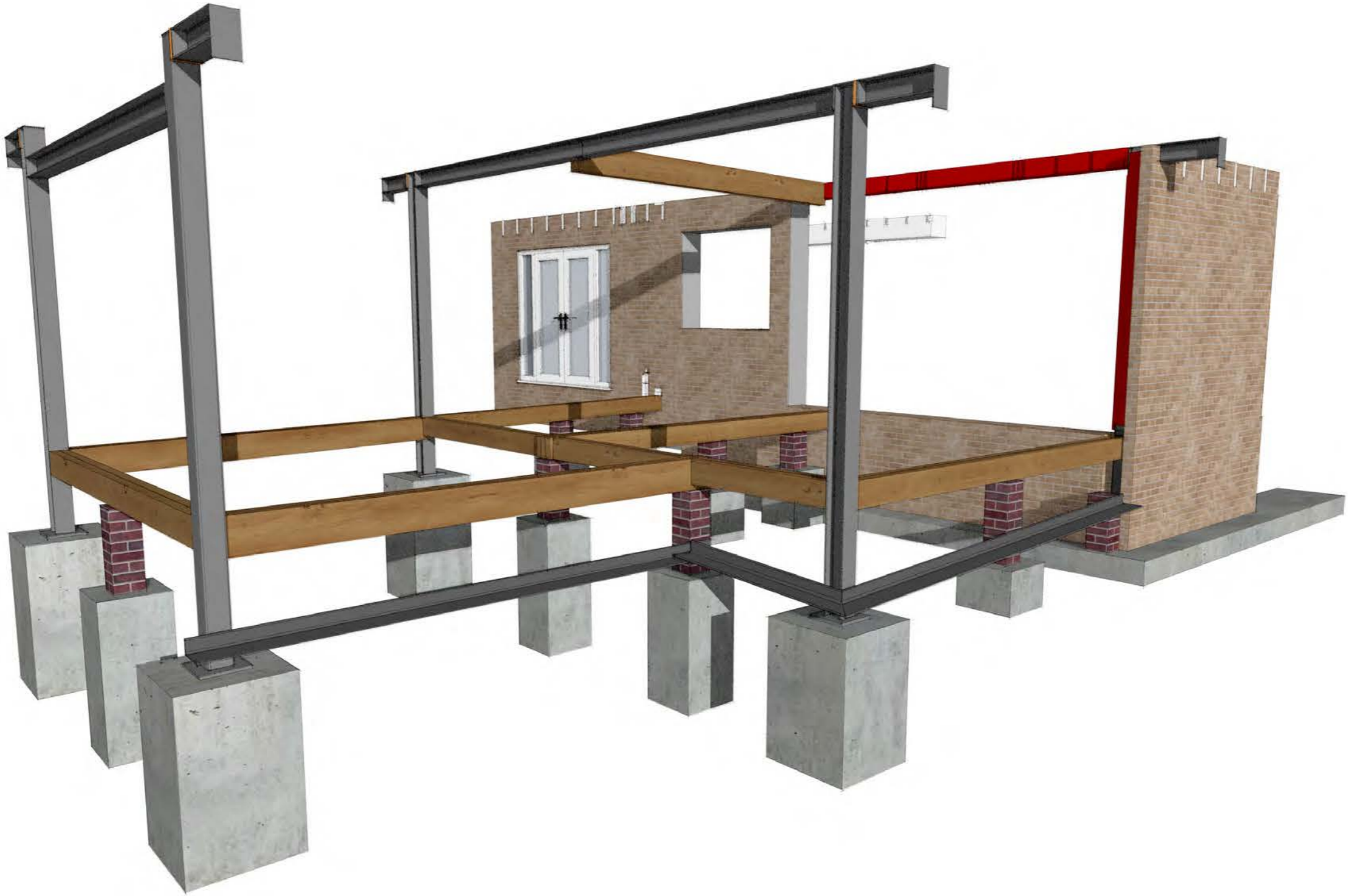
Generally, in accordance with the guidance and recommendations of *The Approved Documents*.



Live case study, on site now

- Low carbon timber framed single storey domestic extension, vertical timber cladding.
- Self build, Client is also Principal Contractor.
- **Design change 1 - timber floor beams not quickly available in the size specified.**

- Suggested two smaller timber beams bolted together to provide adequate strength.
- Checked with me as Principal Designer, Structural Engineer as a Designer and Building Control.
- Easily checked and agreed, no short or long term issues or clashes.



- Design change 2 - the timber cladding is close to a boundary and under Part B needed a minimum Reaction to Fire Euroclass B-s1, d0.
- **I sourced and specified Russwood cladding system with Burnblock, factory applied, pre-treated impregnated fire retardent system, tested + certified.**

- The Russwood cladding system was a permanent system, lasted the life of the building and did not need any re-application. Fit and forget solution.
- However, as you might expect, quite expensive.
- The Client / Principal Contractor wanted to change to a cheaper untreated cladding system and then use a site applied fire retardant clear coating instead.

- Consulted with Building Control also.
- **Building Control require a supplier certificate and the coating needs to be re-applied every 4 years.**
- I wasn't comfortable changing this part of the design and decided not to accept design responsibility for this.
- **Drawings and specification not updated.**

- Client / Principal Contractor agreed a way forward with Building Control that appears to be acceptable, without me updating the drawings and specification.
- I will be noting this in the end of project compliance checklist.

Some other thoughts

- Keep checking you are competent, especially if project scope changes.
- A good Principal Designer shouldn't be trying to enforce anything on anyone, should be working together as a collaborative team and be helpful.

- Hope this provides you with a better understanding of the legislation, processes, how it could affect you and the implications.
- Any questions ?

