



FEDERATION OF
**MASTER
BUILDERS**

FMB Contracts

Helping you to navigate Building Safety Laws

FMB Contracts

- **Easy** to understand & use
- **Fair** to you and your customer
- **Concise** – only cover what's needed
- **Free** of charge for members
- **Compliant** - requirement of FMB Code



Why have FMB updated the contracts?



The Building Safety Act 2022



Standardise across the nations



Improved format



Additional flexibility




Member requests

Competence

- New document: **Statement of Competence**
- Important principle in BSL: only take on work which you are competent to carry out (SKEB)
- It also sets you apart from other contractors
- Versions for Principal Contractor, PC & PD and subcontractors

COMPETENCE STATEMENT – PRINCIPAL CONTRACTOR



INTRODUCTION

Domestic clients have a duty under the Building Safety Act 2022 to appoint Principal Contractors and Principal Designers to carry out their work.

This is to make sure that the resulting building is safe and complies with building regulations.

This competence statement can be used by an FMB member to demonstrate their competence and capability to take on those roles.

An organisation such as a Limited Company can be a competent principal contractor under the act, and so can an individual person, this form can be used for both.

COMPETENCE STATEMENT

Principal Contractor
Name (organisation):

Principal Contractor
Name (individual):

I / We have been trading in the building industry for years, and have been an FMB member since .

This means that our business has been vetted by the FMB, and our work inspected.

I / We can also demonstrate our experience by sharing details of these similar recently completed projects:

The following information also demonstrates our knowledge and skills.

Ethical behaviour is also an important part of competence under the Building Safety Act 2022.
This includes adherence to the obligations set out in the FMB Code of Conduct, which is available at www.fmb.org.uk

Last updated 26/09/2025

Why simple?

We simplify to
create confidence,
safeguard your business
& **avoid disputes**



Revised contracts

Domestic Contract Standard

About the Federation of Master Builders

The Federation of Master Builders (FMB) is the UK's largest trade association for small to medium-sized (SME) construction firms. Established in 1941, it is independent and non-profit, lobbying for members at national and local levels. The FMB supports builders across the UK with expert advice, business services and practical guidance. Committed to raising industry standards, all members are professionally vetted and independently inspected.

About FMB Contracts

These contracts have been produced by the Federation of Master Builders (FMB) **exclusively for use by FMB members and their clients**, and have been developed in partnership with Sarah Fox, contract simplifier at 500 Words Ltd, with additional guidance from Browne Jacobson Solicitors. Lindsays LLP in Edinburgh and Nuala Maguire of Eversheds-Sutherland NI in Belfast, have provided additional advice.

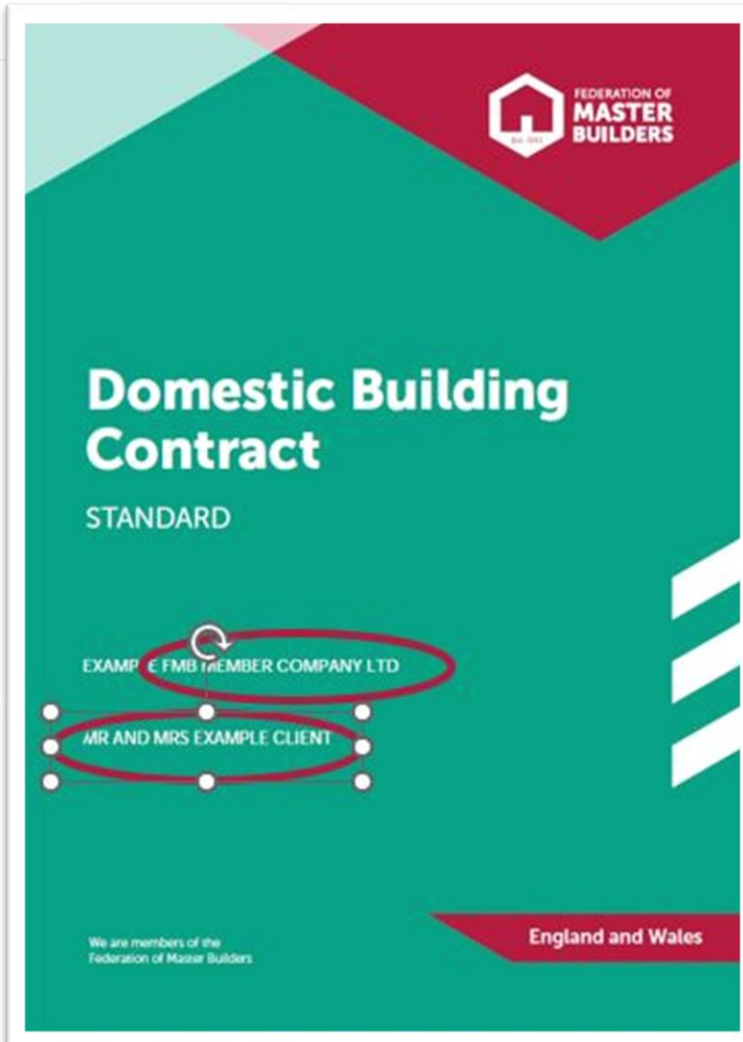
Building Safety Laws

This contract refers to the Building Safety Laws (BSL), which mean the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations 2010, and any other statutory requirements applicable to the work which are in force at the date of this contract. Different versions of these laws apply in England & Wales, Scotland and Northern Ireland, and these contracts reflect that.

The BSL impose duties and obligations on all builders, clients and designers, and grant certain rights to clients. Your main duties and obligations are set out in section 2. This contract does not affect those duties, obligations, or rights. You could take legal advice if you are unsure about any duties, obligations, or rights under the BSL. Guidance is also available from www.gov.uk/guidance/the-building-safety-act.

FMBDOM1_E/W. Last updated 11/07/2025

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- Clear, concise & user-friendly
- Consistency across suite & nations
- Can check you have the most up-to-date version
- Guidance notes are party-neutral; text is gender-neutral
- Dynamic text (automatic)

Revised contracts

You (the client) will pay:	Our invoices within <input type="text"/> days.
	We estimate the price of the work at current rates is: £ <input type="text"/>
	We will send you (see conditions 2.6 and 2.7): <input type="text"/> regular bills every <input type="text"/> or <input type="text"/> staged bills for instalments of the price (see attached payment schedule).
	This price includes value added tax at the current rate. You will pay the rate of VAT which applies when any bill is sent. <small>This sum may increase or decrease under conditions 8 and 9.</small>
You (the client) will also pay:	Interest on overdue sums at an annual rate of 10%.
	We may invoice you for a deposit of £ <input type="text"/> which will be deducted from <input type="text"/> the next regular bill <input type="text"/> our final bill.


The work	Includes a significant design element by us (builder) – see condition 6.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Is covered by an Insurance Backed Guarantee or new build home warranty - see condition 1.10	<input type="checkbox"/> Yes <input type="checkbox"/> No
We will make good defects for: <input type="text"/> months after completion.		

Flexibility with:

- Personalisation
- Payment period & schedule
- ‘Deposit’
- FMB or other insurance-backed guarantee
- Defects period

Revised contracts

PAYMENT SCHEDULE



Where page 2 indicates that staged payments apply, the builder will need to agree a payment schedule - either this one or any equivalent. The builder may send a revised payment schedule where there is a change to the work which affects the price or works period.

Stage payments

Stage/Date	Expected instalment amount	Cumulative total of instalments
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£

SIMPLE CONTRACT

CONTRACT CONDITIONS

	£	£
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£
	£	£

Additional notes

RIGHTS TO CANCEL

PAYMENT SCHEDULE

FMBDOML E/W Last updated 11/07/2025.
Federation of Master Builders Limited (FMB) Registered in England and Wales (358363). Registered Office: Star House, Star Hill, Rochester, Kent ME1 3JX. Telephone: 020 7025 2900.
This contract can only be used by FMB Members and their clients. Use of this contract does not guarantee that the builder is a member. Check membership at www.fmb.org.uk.
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- More choices for payments
- New column titles
 - Expected instalment amount
 - Cumulative total
- Additional notes = space to add other payment terms, if needed

Building safety

Building Safety Laws

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- Updated for Building Safety Laws (mandatory)
- Clarity of duties
- Competence and compliance

NOT for use with higher-risk building

BSL data

Building Regulations Principal Contractor
(only for work which the building
regulations apply to):

We are the only builder working on the project and you are
appointing us as the Building Regulations Principal Contractor –
see condition 1B

☐ Yes ☐ No

Building Regulations Principal Contractor details:

(Name)

(Company)

(Address)

(Telephone)

Competency requirements
(only for work which the building
regulations apply to):

We have e
experience
building re
capability
comply w

We are un
competen

Where you have employed a designer for the work (such as an architect), that designer must fulfil the duties of the Building Regulations Principal Designer. If we are the only designer working on the project, and we are competent to fulfil those duties, then we are the Building Regulations Principal Designer.

Building Regulations Principal Designer
(only for work which the building
regulations apply to):

We accept the role of Building Regulations Principal Designer
- see conditions 1A and 6.

☐ Yes ☐ No

Building Regulations Principal Designer details:

(Name)

(Company)

(Address)

(Telephone)

Builder BSL duties

1. Our main obligations

- 1.1 We will make suitable arrangements for planning, managing and monitoring the project (including allocation of sufficient time and other resources) so as to ensure compliance with all relevant requirements of the building regulations.
- 1.2 We will take all reasonable steps to provide sufficient information about the work to assist you and any other contractors or designers to comply with all relevant requirements of the building regulations.
- 1.3 We will co-operate with you and any other contractors or designers to the extent necessary to ensure that the work is in compliance with all relevant requirements of the building regulations.
- 1.4 We will carry out the work:
 - with reasonable skill and care and to a reasonable standard;
 - by the end of the work period (as extended under condition 14, if it applies); and
 - in compliance with the BSL (including all relevant requirements of the building regulations).
- 1.5 We will provide each worker under our control with appropriate supervision, instructions and information to ensure that the work is in compliance with all relevant requirements of the building regulations.
- 1.6 Where applicable, we will consider any work which is being carried out by others and which directly relates to our work, and we will report any concerns as to the compliance of that work with all relevant requirements of the building regulations.
- 1.7 Where applicable, we will take all reasonable steps to satisfy ourselves that any person who carries out the work on our behalf meets the competency requirements prescribed by the building regulations.
- 1.8 We will notify you as soon as practicable if we, or any person who carries out the work on our behalf, no longer meets the competency requirements prescribed by the building regulations.
- 1.9 At the end of the work period, as long as you pay all amounts due, we will give you any guarantees, test certificates, and so on which apply to the work. Where applicable, we will also give you a compliance declaration confirming we have fulfilled our duties under the building regulations. You should keep these in a safe place in case you need them in the future.

To ensure compliance with BSL, you will:

- plan, manage, monitor & liaise with project team [1.1-1.3]
- provide workers with supervision, instructions & information [1.5]
- report concerns about work provided by others [1.6]
- take all reasonable steps to check competency of those you employ [1.7] & notify if issues with competency [1.8]

Builder BSL duties & powers

- **Clause 4:** obtain building regulations consent and demonstrate compliance with BSL
- **Clauses 5 & 6:** notify client if materials, goods or designs supplied by client do not comply with building regulations
- **Clause 6:** ensure any design produced by builder complies with BSL (not responsible for checking designs produced by client or BR principal designer)

BSL duty-holders

1A. Our obligations as Building Regulations Principal Designer (where applicable)

- 1.11 If we are Building Regulations Principal Designer for the project, we will comply with the duties and obligations under this section 1A.
- 1.12 We will:
- plan, manage and monitor the building work, if built in accordance with the Building Regulations Principal Designer's plan.
- 1.13 We will take all reasonable steps to ensure:
- any other designer or person involved in relation to the building work will co-operate with you, us, the Building Regulations Principal Designer, and each other, and will comply with their duties under the building regulations; and
 - the building work of all contractors is co-ordinated so that the work complies with all relevant building regulations.
- 1.14 We will liaise with the Building Regulations Principal Designer and share any information relevant to the planning, management, and monitoring of the design work, and the co-ordination of the building and design work so that it complies with all relevant building regulations.
- 1.15 We will work with the Building Regulations Principal Designer to ensure compliance with the relevant building regulations.
- 1.16 If requested, we will assist you with providing information to any other contractor or designer.
- 1.17 No later than 28 days after practical completion of the Works, we, as Principal Designer can provide you with a completion notice.

1B. Our obligations as Building Regulations Principal Contractor (where applicable)

- 1.18 If we are Building Regulations Principal Contractor for the project, we will comply with the duties and obligations under this section 1B.
- 1.19 We will:
- plan, manage and monitor the building work during the construction phase, and
 - coordinate the building work to ensure it complies with all relevant building regulations.
- 1.20 We will take all reasonable steps to ensure:
- any other contractor or person involved in relation to the building work will co-operate with you, us, the Building Regulations Principal Designer, and each other, and will comply with their duties under the building regulations; and
 - the building work of all contractors is co-ordinated so that the work complies with all relevant building regulations.
- 1.21 We will liaise with the Building Regulations Principal Designer and share any information relevant to the planning, management, and monitoring of the design work, and the co-ordination of the building and design work so that it complies with all relevant building regulations.
- 1.22 We will work with the Building Regulations Principal Designer to ensure compliance with the relevant building regulations.
- 1.23 If requested, we will assist you with providing information to any other contractor or designer.
- 1.24 No later than 28 days after practical completion of the Works, we, as Principal Contractor can provide you with a completion notice.

Client BSL duties

2. Your main obligations

- 2.1 In compliance with your duties under the BSL, you will appoint:
- a designer with control over the design work for the purposes of the building regulations (the Building Regulations Principal Designer); and
 - a contractor with control over the building work for the purposes of the building regulations (the Building Regulations Principal Contractor).
- 2.2 If you fail to make either appointment, then:
- the designer in control of the design phase of the project is the Building Regulations Principal Designer; and
 - the contractor in control of the construction phase of the project is the Building Regulations Principal Contractor.
- 2.3 In compliance with your duties under the BSL, you will provide, and you will respond to any request that we may make for, building information as soon as it is practicable. This means information in your possession or which you can obtain (for example, from any designer employed by you) regarding the work, the planning and management of the project, and any other information we may need to carry out and complete the work in compliance with the BSL.
- 2.4 In compliance with your duties under the BSL, you will co-operate with us (and any designer appointed by you) to the extent necessary to enable us to fulfil our duties and functions under the BSL. This may include, for example, responding promptly to any requests that we may make for building information or for instructions in relation to the work.
- 2.5 You will pay us the price. Any changes to the work or the price will be agreed or determined under condition 8.

Resolving disputes



Resolving disputes

18. Disputes or differences

- 18.1 If any difference or dispute arises, either of us may ask for a meeting to be held in good faith in an effort to sort out the dispute quickly and amicably.
- 18.2 If the work is covered by an FMB Building Work Guarantee or similar insurance cover, and defects arise within the work, then the client should check the terms of their cover before contacting the insurer for advice about whether they can claim. However, this will not prevent a meeting taking place under condition 18.1 if you and we agree to have such a meeting first.
- 18.3 You or we can refer any dispute to adjudication at any time using the procedure set out in the Scheme for Construction Contracts.
- 18.4 If any matter continues to remain unresolved, either you or we may start court proceedings.

- Good faith meeting
- Lean on FMB Building Work Guarantee (or similar)
- Adjudication
- Court proceedings

Requirement for mediation removed, can opt in when dispute arises



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