



SCOPE OF SERVICES

Principal Designer Services

(Building Regulations)

England

April 2025



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Contents

Principal Designer (Building Regulations) Services	1
1 Taking instructions	1
2 Statutory compliance	2
3 Extra Services to the Principal Designer appointment	3
4 Higher-risk buildings (HRBs) – additional statutory duties	4
5 Higher-risk buildings (HRBs) – extra Services to the Principal Designer appointment ..	4
6 Discharge of Principal Designer duties, including if necessary, Termination of appointment	5
7 Bespoke Additional Services	5
Appendix A: Schedule of meetings to be attended by the Consultant	6
Appendix B: Glossary of terms.....	8

Principal Designer (Building Regulations) Services

For use with the RICS Standard or RICS Short Forms of Consultant's Appointment

Additional notes

- These Services should be completed by inserting a 'tick' in the box next to the Service to be provided. For further information, please refer to the RICS Standard or RICS Short Form of Consultant's Appointment explanatory notes (available on isurv).
- All other Services that are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
- Any bespoke Additional Services agreed between the Client and the Consultant should be inserted at Section 7.
- A schedule of 'typical' meetings is included with these Services in the Appendix. Completion of this schedule is also recommended.
- The Consultant's role and associated duties are set out in the *Building Safety Act 2022* and *PAS 8671:2022: Built environment – Framework for competence of individual Principal Designers – Specification*.
- See the current edition of RICS' *Design and specification*.
- All references to 'Principal Designer' or 'PD' in this Scope of Services refers to an appointment under the terms of the *Building Safety Act 2022* and *The Building Regulations 2010, Part 2A*.
- A separate Scope of Services is available on isurv for the Consultant's role and associated duties in respect of CDM 2015.

1 Taking instructions

- 1.1 Ascertain the nature and complexity of the Project and assist the Client in the preparation of the Project brief. Advise the Client on the nature and extent of their duties and ensure the Client's responsibilities under the *Building Safety Act 2022* and *The Building Regulations 2010* are fully understood. This appointment is separate from the *Construction (Design and Management) Regulations 2015 (CDM 2015)*.
- 1.2 Establish the extent of their instructions, whether they are dealing with all elements on the Site or whether there are any design works to be undertaken outside of the Client's appointments.
 - 1.3 Obtain any relevant Project background information from the Client including appropriate limitations, and existing information, such as pre-existing health and safety files or pre-construction information.
 - 1.3a If replacing a previous Principal Designer (PD), review the arrangements the previous PD put in place for fulfilling the duties under Regulation 11M(1) to (3) of *The Building Regulations*, so that all reasonable steps are taken to ensure that the design, if built as per the design, complies with all relevant functional requirements of *The Building Regulations*.

- 1.4 Demonstrate the competence to undertake the role of the PD as a Consultant, exercising the reasonable skill, care and diligence to be expected of an appropriately qualified Consultant experienced in performing these services for projects of a similar size, scope, complexity, purpose and timescale to the proposed Works.
- 1.5 Ensure that the Client is aware that the role of PD is to exercise reasonable steps to ensure the design work carried out by the Consultant (and by any workers under the Consultant's control) is planned, managed and monitored so 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.
- 1.6 Not start design work unless satisfied that the Client is aware of their duties.

2 Statutory compliance

Note: Applicable to all Principal Designer appointments, however, section 2 excludes provisions where the Project is defined as a higher-risk building (as defined by *The Building Regulations*). For higher-risk buildings, see additional requirements in section 4.

- 2.1 All information provided by the Consultant shall be set out in a clear and concise manner, in a format that is comprehensible.
- 2.2 Plan, manage and monitor design work coordinating this to ensure that, if built in accordance with the design, it would comply with the functional requirements of *The Building Regulations*.
- 2.3 Require confirmation from other designers (whether appointed by the Client, the Consultant or others) of their own procedures, and proof of compliance with these, to meet the functional requirements of *The Building Regulations* (i.e. essential performance standards that all building work must meet).
- 2.4 Challenge design solutions where the Consultant considers compliance has not been proved. Moreover, report to the Client, or the person controlling the Project, anything the Consultant is aware of that would not meet the functional requirements of *The Building Regulations*.
- 2.5 Identify where additional specialist skills, knowledge, experience and behaviors may be required to review the design for compliance and seek appropriate instruction from the Client.
- 2.6 After identifying additional design expertise and when appointing any subconsultants, ensure that the Consultant implements procedures to assess the competence of subconsultants to undertake that specific element of design work.
- 2.7 Manage the design team and reach consensus that design work is compliant with the functional requirements of *The Building Regulations*.
- 2.8 Liaise with the Principal Contractor and share any information relevant to the planning, management and monitoring of the building work, and the coordination of building work and design work for the purpose of ensuring compliance with all functional requirements of *The Building Regulations*.
- 2.9 Record/document and consider any comments (in relation to compliance with the relevant requirements) provided by the Principal Contractor to the PD.
- 2.10 Where applicable, provide a signed statement to the registered building inspector and registered building control approver (if applicable) not more than five days after that work has been completed, which includes:
 - the name, address, telephone number and email address of the PD individual

- the dates of the Consultant's appointment as PD
 - confirmation that the Consultant fulfilled their duties as a PD under Part 2A (dutyholders and competence) of *The Building Regulations*.
- 2.11 Provide sufficient information about the design, construction and maintenance of the building to assist the Client, and any designers and contractors in the future to comply with relevant requirements, such as CDM 2015.
- 2.12 Subject to the output of section 1, i.e. if the Client provides relevant information to review, the Consultant shall consider other design work that relates to the Consultant's own outputs and report any concerns about the building's compliance to meet the functional requirements of *The Building Regulations*.
- 2.13 Regularly review the Project to ensure that it does not become higher-risk building work (as defined by *The Building Regulations*). Moreover, report to the Client or the person controlling the Project anything that may bring the Project in scope for higher-risk building procedures.
- 2.14 The Consultant to undertake their duties generally as set out in PAS 8671:2022.
- 2.15 Within 28 days after the conclusion of the Consultant's appointment as PD, provide the Client with a document explaining the arrangements the Consultant put in place to fulfil the PD's duties under Regulation 11M(1) to (3).
- 2.16 Collate a building regulations compliance statement providing an evidential record of how all design work meets the functional requirements and relevant requirements of *The Building Regulations*, to be maintained for the duration of the Project until all design work is concluded.
- Including obtaining design compliance statements from other members of the design team.
 - The person designated to manage the Consultant duties and procedures as PD will be

[insert named individual(s)].

3 Extra Services to the Principal Designer appointment

Note: The Consultant's statutory duties and responsibilities do not extend to the following points, and it is recommended that the Consultant informs the Client of this fact in writing.

The PD can choose (and the Client has agreed) to extend their duties as additional service offerings as follows:

- 3.1 SKEBO assessments – designers/Consultants: provide advice to the Client on the skills, knowledge, experience, behaviours and organisational capability (SKEBO) of designers/Consultants, where those designers are appointed directly by the Client, and provide a report on the findings.
- 3.2 SKEBO assessments – contractors: provide advice to the Client on the skills, knowledge, experience, behaviours and organisational capability (SKEBO) of tendering contractors during the tender review process, where those contractors are appointed directly by the Client., and provide a report on the findings.

Note: Ensure an adequate period of time to complete work so that all designers comply with their duty under the *Building Safety Act 2022*, Regulation 9 and that all designers have, so far as is reasonably practicable, identified and controlled hazards to those carrying out or affected by construction work, maintaining or cleaning a structure or using the structure as a workplace.

- 3.3 Provide regular updates to the Client providing assurance that designers are meeting this requirement.
- 3.4 Inspect the construction works for compliance with the functional requirements of *The Building Regulations*.
- 3.5 Checking whether the Principal Contractor or other contractors have altered the design during the course of construction.
- 3.6 Include checking whether the altered design and as built construction is compliant with the functional requirements of *The Building Regulations*.
- 3.7 Manage, assist and/or collate completion certificates/commissioning information from the Principal Contractor, and other contractors if applicable, on behalf of the Client, for submission to the registered building inspector and registered building control approver (if applicable).

4 Higher-risk buildings (HRBs) – additional statutory duties

Note: In addition to the Services stated above, if the Project involves works relating to higher-risk buildings, the PD will undertake the following statutory Services as required/interpreted under *The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023*.

- 4.1 Provide advice to the Client on whether the design work is HRB work.
- 4.2 Provide the Client with all design work produced before the submission of the Building Control Approval Application (BCAA), to enable the Client to fulfil their duty to ensure design is transferred to the Golden Thread prior to construction commencing.
- 4.3 Provide the building regulations compliance statement for inclusion in the BCAA.
- 4.4 Ensure an appropriate frequency of inspections of HRB design work for safety

occurrences throughout the construction phase.

- 4.5 Operate a mandatory occurrence reporting system.
- 4.6 In collaboration with the Principal Contractor, collate for inclusion in the BCAA, a mandatory occurrence reporting plan.

Note: The Consultant is to inform the Client that an option for collating the Completion Certification Application Information is not included as it is typical that this will be done by the Principal Contractor, on behalf of the Client, to ensure accuracy of information and to avoid delays in obtaining Gateway Three certification.

5 Higher-risk buildings (HRBs) – extra Services to the Principal Designer appointment

Note: The Consultant's statutory duties and responsibilities do not extend to the following points, and it is recommended that the Consultant informs the Client in writing.

The PD can choose (and the Client has agreed) to extend their duties as additional service offerings as follows:

- 5.1 On behalf of the Client, submit the BCAA (commonly referred to as the 'Gateway Two submission') to the Building Safety Regulator.
- 5.2 Collate a signed statement from the Client confirming they agree to the BCAA being made and that the information contained in the application is correct.
- 5.3 On behalf of the Client, collate for inclusion in the BCAA, a plan to a scale of not less than 1:1250 showing:
 - the size and position of the building and its relationship to adjoining boundaries
 - the boundaries of the curtilage of the building, or the building as extended, and the size, position and use of every other

building or proposed building within the curtilage

- the width and position of any street on or within the boundaries of the curtilage of the building or the building as extended.
- 5.4 On behalf of the Client, collate for inclusion in the BCAA, such other plans as necessary to show that the work would comply with all applicable requirements of *The Building Regulations*.
- 5.5 On behalf of the Client, collate for inclusion in the BCAA, all necessary Competence Declarations, including for designers, Consultants and contractors appointed by the Client directly.
- 5.6 In collaboration with the Client, collate for inclusion in the BCAA, the construction control plan.
- 5.7 In collaboration with the Client and Principal Contractor, collate for inclusion in the BCAA, the change control plan.
- 5.8 In collaboration with the Client and Principal Contractor, collate for inclusion in the BCAA, the fire and emergency file.

6 Discharge of Principal Designer duties, including if necessary, Termination of appointment

- 6.1 Within 28 days after the end of the appointment, the Consultant will provide the Client with a document explaining the arrangements put in place to fulfil the PD duties.
- 6.2 At completion of the design work, the Consultant will issue written confirmation that if the building works are undertaken in accordance with the design, the building would be compliant with the functional and all relevant requirements of *The Building Regulations*.

Note: Where procurement is through a Design and Build Contract form, the Consultant's role as PD will cease on completion of the RIBA Plan of Work Stage 4 Technical Design, i.e. at completion design work and/or issue of the tender documentation. At this point the duty will pass to a party employed by the Principal Contractor or Client who will manage the design until completion of the Works.

7 Bespoke Additional Services

- 7.1 Enter or attach bespoke Additional Services agreed with the Client.

Appendix A: Schedule of meetings to be attended by the Consultant

1 Client meetings

Attendance: Principal Designer

Frequency: Daily Weekly Monthly Quarterly
 No attendance required Other

Please specify requirements: _____

2 Design team meetings

Attendance: Principal Designer

Frequency: Daily Weekly Monthly Quarterly
 No attendance required Other

Please specify requirements: _____

3 Project team meetings

Attendance: Partner Director Associate Project surveyor
 Other (please specify) _____

Frequency: Daily Weekly Monthly Quarterly
 No attendance required Other

Please specify requirements: _____

4 Site meetings

Attendance: Partner Director Associate Project surveyor
Other (please specify) _____

Frequency: Daily Weekly Monthly Quarterly
No attendance required Other

Please specify requirements: _____

5 (Other) meetings

Attendance: Partner Director Associate Project surveyor
Other (please specify) _____

Frequency: Daily Weekly Monthly Quarterly
No attendance required Other

Please specify requirements: _____

Appendix B: Glossary of terms

The following additional definitions shall apply where the RICS Short Form of Consultant's Appointment is used:

Building Contract	The contract or contracts between the Client and the Contractor for the construction of the Project, a copy of which (or a copy of relevant extracts of which) the Client provides to the Consultant.
Contractor	The contractor or contractors that the Client appoints under the Building Contract.
Site	The site on which the Project is being undertaken.

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