

DATED

2025

THE BOARD OF TRUSTEES
OF
THE NATIONAL GALLERY

and

[INSERT DETAILS]

**[INSERT DISCIPLINE] CONSULTANT'S
APPOINTMENT**

relating to
THE NATIONAL GALLERY

[DRAFT]

DATE

2025

PARTIES

- (1) **THE BOARD OF TRUSTEES OF THE NATIONAL GALLERY** (the "**Client**", references to which will include its successors and permitted assigns); and
- (2) **[INSERT DETAILS]** (the "**Consultant**").

INTRODUCTION

- (A) The Client wishes to proceed with the Development.
- (B) The Client wishes to appoint the Consultant as its *[insert discipline]* to perform the Services set out in Schedule 2 in relation to the Development.
- (C) The Consultant has agreed to the appointment on the terms and conditions set out in this agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"Applicable Law" means any applicable legislation including, without limitation: (i) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England; (ii) any applicable European Union obligation, directive, regulation, decision, law or right that are incorporated into the law of England or given effect in England by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument; (iii) any applicable judgment of a relevant court of law which is a binding precedent in England; (iv) requirements set by any Regulatory Authority as applicable in England and Wales; and/or (v) any relevant code of practice, as applicable, in England;

"Bribery Act" means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 (or any other Regulatory Authority from time to time) and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption;

"Building Contract" means the contract or contracts made or to be made between the Client and the Contractor or where more than one Contractor is appointed, each of them, for the carrying out and completion of the Works or any part thereof or any further or other contract entered into or to be entered into by the Client for the carrying out and completion of the Development, which implements any design and/or recommendations provided by the Consultant;

"Building Regulations" means the Building Regulations 2010 (SI 2010/2214) and guidance published in connection therewith;

"Building Regulations Principal Contractor" means the Contractor or such other party appointed by the Client in connection with the Development to fulfil the role of 'principal contractor' for the purposes of Part 2A of the Building Regulations or such other replacement as the Client at any time appoints to fulfil that role;

"Building Regulations Principal Designer" means the consultant named as such in Schedule 1 being the party appointed by the Client in connection with the Development to fulfil the role of 'principal designer' for the purposes of Part 2A of the Building Regulations or such other replacement as the Client at any time appoints to fulfil that role;

"Business Day" means any calendar day excluding public holidays in England and Wales, Saturdays and Sundays;

"CDM Regulations" means the Construction (Design and Management) Regulations 2015

(SI 2015/51) and any guidance published in connection therewith;

"Contractor" means any contractor appointed or to be appointed by the Client to design (to the extent set out in the Building Contract) and/or construct the Works and where more than one, each of them;

"Cost Consultant" means the consultant listed as such in Schedule 1 or any other consultant for the time being engaged by the Client to act as cost consultant in connection with the Development;

"Data Protection Legislation" means all Applicable Law in force from time to time relating to the protection and handling of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as the "UK GDPR" being the EU GDPR (General Data Protection Regulation ((EU) 2016/679)) as it forms part of retained EU law in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018; (ii) the Privacy and Electronic Communication Regulations 2003; and (iii) any binding guidance or codes of practice issued by the Information Commissioner from time to time;

"Development" means the new wing of the National Gallery, Trafalgar Square, London comprising [] as may be varied by the Client from time to time;

"Documents" means all documents, reports, designs, specifications, calculations, models, plans, photographs, electronic documents, schedules, budgets and any other materials (in any medium) and the designs or inventions contained in them prepared by or for the Consultant in relation to the Development and/or the Services;

"EIRs" means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equality Legislation" means any and all Applicable Law, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;

"Fee" means the fee set out in Schedule 1;

"FOIA" means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Information" has the meaning given under section 84 of FOIA.

"Other Consultants" means the Project Manager and those consultants listed in Schedule 1 and any other consultants engaged by the Client in connection with the Development and notified to the Consultant, whether they be in addition to or in replacement of any party on such list;

"Personal Data" has the meaning as defined in the Data Protection Legislation.

"Planning Authority" means Westminster City Council or such other authority as shall have jurisdiction to deal with applications for planning permission (including by way of appeal or "call in") in respect of the Development;

"Planning Permission" means a permission to carry out the Development granted by the Planning Authority;

"Processing, Processed" has the meaning as defined in the Data Protection Legislation.

"Programme" means the programme for the preparation of designs, drawings, specifications and other information for carrying out the Development, produced by or on behalf of the Client

as may be updated from time to time;

"Project Budget" means the budget for the Development as set by the Client and which the Consultant and the Other Consultants is required to work within;

"Prohibited Act" means any offence under the Bribery Act;

"Project Manager" means Gardiner & Theobald LLP or such other consultant for the time being engaged by the Client to act as project manager in connection with the Development;

"Relevant Requirements" has the same meaning as in Regulation 11Q of the Building Regulations;

"Request for Information" means a request for information or an apparent request under the FOIA or the EIRs.

"Services" means the services to be provided by the Consultant as set out in Schedule 2;

"Staff" means each person paid or unpaid (including but not limited to persons who are permanent, temporary, casual, volunteers, agency workers and/or sub-consultants) who is employed, engaged, retained, recruited, selected, or appointed by the Consultant, to provide or assist in the provision of Services;

"Statutory Requirements" means:

- (a) any Act of Parliament;
- (b) any instrument rule or order made under any Act of Parliament or any EU Directive or legislation applicable to the Development;
- (c) any regulation or by-law of any local authority or of any statutory undertaker or any other body that has any jurisdiction with regard to the Development or with whose systems the same are or will be connected;
- (d) any conditions attached to any notices served under any such Act of Parliament; and
- (e) any codes of practice, guidance notes and recommendations for the time being in force and approved by the Health and Safety Commission or published by the Health and Safety Executive or from government or any regulatory authority or body;

"TeCSA" means the Technology and Construction Solicitors Association; and

"Works" means the works as described in the Building Contract (and where more than one, each of them).

2. INTERPRETATION

- 2.1 The clause, paragraph and schedule headings and the table of contents used in this agreement are inserted for ease of reference only and shall not affect construction.
- 2.2 The schedules to this agreement are incorporated into this agreement. References in this agreement and the schedules to the parties, the recitals, schedules and clauses are references respectively to the parties, the recitals and schedules to and clauses of this agreement.
- 2.3 References to a document include all amendments, modifications, restatements and variations to the document from time to time.
- 2.4 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.5 Where a party consists of more than one person covenants and obligations of that party shall be deemed to be made jointly and severally.
- 2.6 References to the word **"include"** or **"including"** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **"other"** (or any similar term) shall not be given a restrictive meaning by reason of

the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

- 2.7 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.8 A reference to particular legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.

3. OBLIGATIONS OF THE PARTIES

- 3.1 The Consultant shall perform the Services on the terms and conditions set out in this agreement.
- 3.2 The Consultant shall:
- 3.2.1 comply with all lawful instructions and directions given to it by the Client or the Project Manager on any matter connected with the Development; and
- 3.2.2 at all times in the performance of the Services exercise the reasonable skill, care and diligence to be expected of a competent and appropriately qualified professional consultant of the appropriate discipline experienced in carrying out services similar to the Services in connection with developments of a similar size, scope, nature, timescale, complexity, location and value to the Development.
- 3.3 Subject to clause 3.2.2, the Consultant shall perform the Services in accordance with the provisions of the Programme to the intent that the Services shall be carried out successfully in accordance with the same.
- 3.4 The Client will provide the Consultant with all relevant 'pre-construction information' as defined in the CDM regulations.
- 3.5 The Client will provide the 'building information' (as defined in Regulation 11Q of the Building Regulations) to the Consultant as soon as is practicable.
- 3.6 Where the Client requests a change to the Development, the Consultant shall assess with the Project Manager and the Other Consultants (as necessary), what effect, if any, such change may have on:
- 3.7.1 the Services;
- 3.7.2 the Programme;
- 3.7.3 the Project Budget;
- 3.7.3 the notification (F10) given to the Health & Safety Executive as required by Regulation 6 of the CDM regulations (if given);
- 3.7.4 the design of the Development and its compliance with the Relevant Requirements;
- 3.7.5 the foreseeable risks to the health and safety of any person:
- (a) carrying out or liable to be affected by construction work;
- (b) maintaining or cleaning a structure; or
- (c) using a structure designed as a workplace.
- 3.7 For the purposes of Regulation 11I of the Building Regulations, where the Consultant ceases to be competent or a change to the Development that affects the Consultant's original assessment of its competence the Consultant will notify the

Client as soon as is reasonably practicable.

- 3.8 The parties agree that all Services carried out by the Consultant in connection with the Development prior to the date of this agreement are subject to the terms and conditions of this agreement and all consideration in respect of such Services is included in this agreement.

4. THE OTHER CONSULTANTS

- 4.1 The Project Manager shall be responsible for ensuring that the Other Consultants provide the Consultant with such information and documentation as may reasonably be required to enable the Consultant to perform the Services.
- 4.2 The Consultant shall co-ordinate and integrate its' designs into the overall design of the Development and with the services provided by the Other Consultants, any contractor and any sub-contractor or supplier engaged or employed in relation to the Development. The consultant shall keep the Other consultants and the Client fully informed of all relevant aspects of its designs.
- 4.3 In relation to costs, the Consultant shall co-operate with the Client and (prior to novation) the Cost Consultant so that the Client and (prior to novation) the Cost Consultant can manage the Project Budget effectively.
- 4.4 The Client expressly does not warrant the accuracy or sufficiency of any information, reports, plans or surveys relating to the Development, which have been provided or are provided to the Consultant (whether before or after the date of this agreement) by the Client or any other third party and the Consultant shall satisfy itself as to the accuracy and sufficiency of any documents which it is provided in relation to the Development.
- 4.5 The Consultant's duty of care under this agreement shall not be lessened or affected by:
- 4.5.1 any power or duty of the Client or of any professional consultants or any contractors to grant or withhold approval of or object to any matter in connection with the Development or to inspect the Development or any part thereof; or
 - 4.5.2 the grant or failure to grant such approval or the making of or failure to make such objection or any such inspection of or failure to inspect the Development or any part thereof; or
 - 4.5.3 any comments, instructions, consents, advice or indications of satisfaction given by the Client or any professional consultants or any contractors or any persons appointed on their behalves; or
 - 4.5.4 any enquiry or failure to make such enquiry by or on behalf of the Client.

5. MATERIALS

- 5.1 The Consultant warrants to the Client that it has exercised and undertakes to the Client that it shall continue to exercise of the reasonable skill, care and diligence required by clause 3.2.2 such that all materials, equipment, systems and goods it has specified and shall specify for use or incorporation within the Development shall be appropriate for their use and of satisfactory quality.
- 5.2 The Consultant warrants and undertakes to the Client that it has at all times exercised and shall continue to exercise the reasonable skill, care and diligence required by clause 3.2.2 not to specify for use or incorporation within the Development;
- 5.2.1 substances, materials, processes or methods of working that are generally known in the United Kingdom construction industry at the time of incorporation, use or specification (as the case may be) to be deleterious

to or pose a hazard to health and safety or likely to adversely affect performance or durability of the Development in the particular circumstances in which they are used; or

5.2.2 other substances, materials, processes or methods of working not in accordance with British or (where applicable) European Standards, codes of practice or applicable Agrément Certificates, good building practice, or the guide "Good Practice in the Selection of Construction Materials 2011" March 2011 (British Council for Offices) or the BRE Digest.

5.3 Should the Consultant become aware that any substance has been specified for use or used in the Development otherwise than in accordance with clause 5.1 or 5.2, it shall inform the Client and the Project Manager immediately.

5.4 The Consultant shall not, without the prior written consent of the Client, specify for use or incorporation within the Development any design, materials or methods of construction that have not been proven in a similar context and environment.

6. PROGRAMME OF SERVICES

6.1 The Consultant shall obtain the prior written approval of the Client or the Project Manager before commencing the Services or any Services within any Services Stage set out in Schedule 2.

6.2 The Consultant shall inform the Client immediately should the Consultant be delayed or anticipate any delay in the performance of the Services and shall use reasonable endeavours to make good any delay.

6.3 The Consultant shall keep the Client fully informed on all aspects of the progress and performance of the Services and shall provide the Client with all other information in connection with the Services which the Client reasonably requires.

7. STATUTORY REQUIREMENTS

7.1 The Consultant shall in the performance of its Services comply with all relevant Statutory Requirements.

7.2 The Consultant shall co-operate with each of the 'principal designer' and 'principal contractor' appointed by the Client in accordance with the CDM Regulations and the Building Regulations Principal Designer and, when appointed, the Building Regulations Principal Contractor (if different from the 'principal contractor'), the Other Consultants and any designer, sub-contractor or supplier engaged or employed in relation to the Development to enable each of them to comply with their respective obligations under each of the CDM Regulations and the Building Regulations in relation to the Works and warrants that:

7.2.1 it will perform the duties of a designer under each of the Building Regulations and the CDM Regulations;

7.2.2 it has the skill, knowledge and experience to discharge the duties imposed on it as designer by each of the Building Regulations and the CDM Regulations;

7.2.3 it has and will allocate adequate resources to perform the duties imposed on it as a designer by each of the Building Regulations and the CDM Regulations; and

7.2.4 in designing any element of the Development for use as a workplace it shall take account of the Workplace (Health, Safety and Welfare) Regulations 1992.

8. AUTHORITY

8.1 The Consultant shall act on behalf of the Client in the matters in which it is expressly and impliedly authorised so to do under this agreement.

- 8.2 The Client has appointed the Project Manager and given it authority to act on its behalf in relation to the Development and to this agreement. The Client shall inform the Consultant of the extent of the Project Manager's authority. The Client may at any time revoke the whole or any part of the Project Manager's authority and the Consultant is entitled to rely on such authority until it receives by notice in writing from the Client of such revocation.

9. CONSULTANT'S PERSONNEL

- 9.1 The Consultant shall use the key persons listed in Schedule 1 in connection with the performance of the Services and such persons' services shall, unless the Client or the Project Manager requires otherwise, be available for so long as may be necessary to ensure the proper performance by the Consultant of the Services.
- 9.2 The Consultant shall not, save in the case of gross misconduct, incapacity, death, maternity or paternity leave or resignation from the employ of the Consultant, remove the persons referred to in clause 9.1 without the prior written approval of the Client or the Project Manager which shall not be unreasonably withheld or delayed.
- 9.3 The Client shall have the right, after consulting the Consultant, to request the removal of any person employed by the Consultant in the performance of the Services if, in the Client's reasonable opinion, that person's performance or conduct is or has been unsatisfactory, and the Consultant shall promptly remove the person the subject of such request.
- 9.4 The Consultant shall be responsible for replacing any person removed under clause 9.2 or clause 9.3 with a person with comparable experience and qualifications. The Consultant shall nominate the replacement of any person for approval by the Client (such approval not to be unreasonably withheld or delayed).
- 9.5 Any removal or appointment of any person by the Consultant, and the consequences thereof, shall be at the Consultant's sole expense.

10. ASSIGNMENT, SUBCONTRACTING AND NOVATION

- 10.1 The Consultant shall neither assign nor transfer any right nor subcontract any obligation under this agreement without the prior consent of the Client. The Consultant shall remain fully responsible for any Services performed by any third party.
- 10.2 If the Client gives written consent to the Consultant for the sub-contracting of any elements of the Services, the Consultant shall if requested procure a deed of collateral warranty from such sub-consultants in favour of the Client substantially in the form set out in contained in Annexure 1 to Schedule 3 (but with such amendments as are required to adapt the form for use in respect of s sub-consultant of the Consultant) in respect of that part of the Services to be undertaken by the sub-consultant.
- 10.3 The Client shall be entitled to assign its benefit under this agreement at any time the assignee shall then be able to assign this agreement on one occasion only but not further or otherwise without the Consultant's consent, which shall not be unreasonably withheld or delayed.
- 10.4 The Client may at any time require the Consultant to enter into a deed of novation with the Contractor so that the Contractor takes the place of the Client under this agreement. The Consultant agrees that, when requested in writing to do so by the Client, it will promptly enter into such deed of novation substantially in the form attached at Schedule 3 to this agreement. On entering into the deed of novation the Consultant will also provide to the Client a duly executed warranty in favour of the Client in the form contained in Annexure 1 to Schedule 3.

11. INSURANCE

- 11.1 The Consultant shall at all times until the date of the twelfth anniversary of practical

completion of the Works under the Building Contract, or if earlier the date of the twelfth anniversary of termination of the Consultant's appointment under this agreement, maintain professional indemnity insurance with reputable insurers or underwriters authorised to carry on insurance business in the United Kingdom for the minimum level of cover referred to in Schedule 1 and which shall not be subject to unusual conditions and excesses to those applicable from time to time, provided that such cover is generally available in the United Kingdom market at commercially reasonable premium rates and on reasonable terms to consultants of a discipline and standing similar to the Consultant. The Consultant's own claims record shall not be taken into account in determining commercially reasonable rates.

- 11.2 The Consultant shall, within seven days of any reasonable request, produce to the Client satisfactory documentary evidence that such insurance is being maintained.
- 11.3 The Consultant shall immediately notify the Client if at any time the Consultant is unable to maintain the insurance required under this clause 11.

12. COPYRIGHT

- 12.1 The Consultant, as beneficial owner and with full-title guarantee, hereby grants to the Client an unconditional, royalty-free, irrevocable, non-exclusive, non-terminable licence to use and to reproduce the Documents for any purpose whatsoever connected with the Development including, but without limitation, the design, construction, development, use, reconstruction, demolition, completion, maintenance, letting, occupation, promotion, management, advertisement, reinstatement, repair, refurbishment, fitting-out, alteration and extension (excluding any right to reproduce the designs contained therein for any further extension) of the Development and as part of any planning application. The licence shall carry the right to grant sub-licences and this licence and such sub-licences shall be transferable to third parties. The Consultant shall not be liable for any use by the Client or any sub-licensee of the Documents for any purpose other than those listed in this clause 12.1 or for any purpose other than which they were prepared and provided by the Consultant.
- 12.2 The Consultant or the Client shall, if so requested by the other, at any time execute such documents and perform such acts as may be required fully and effectively to assure to the other the rights referred to in clause 12.1.
- 12.3 The Consultant warrants that there will be no infringement of any intellectual property rights in connection with the use of the Documents pursuant to the licence granted in clause 12.1. The Consultant agrees to indemnify the Client and any sub-licensee against all reasonable and mitigated claims, proceedings, costs, damages, fees and other expenses which may be brought against or claimed against the Client or any sub-licensee by reason of any infringement of any intellectual property rights in connection with the use of the Documents pursuant to the licence granted in clause 12.1.
- 12.4 The Consultant warrants that all moral rights existing now or in the future under the Copyright, Designs and Patents Act 1988 in relation to the Development or the Documents have been effectively waived. The Consultant shall obtain a corresponding written waiver from any third party author of the Documents for the Client. Notwithstanding the above, the Client may, in its absolute discretion, choose to credit the Consultant in any publicity of the Development.
- 12.5 The Consultant warrants that the Consultant has the capacity and authority to grant the licence set out in clause 12.1. The Consultant warrants that where the Consultant is not the owner of any of the Documents, the Consultant has secured the necessary rights to grant such licence. The Consultant warrants that the rights licensed are free from all liens, charges, options, encumbrances and adverse interests of any kind.

13. CONFIDENTIALITY AND PROVISION OF INFORMATION

- 13.1 The Consultant shall not disclose to any person, or make use of, any confidential

information that it possesses or acquires relating to the Client, its' trustees or the Development except where:

- 13.1.1 required to comply with its obligations under this agreement;
- 13.1.2 required by law;
- 13.1.3 reasonably required to be disclosed to any professional adviser of the Consultant;
- 13.1.4 such confidential information:
 - (a) was already lawfully known, or became lawfully known to the Consultant independently; or
 - (b) is, or comes into, the public domain other than due to wrongful use or disclosure by the Consultant.
- 13.2 Notwithstanding termination of this agreement, the obligation in clause 13.1 shall continue.
- 13.3 The Consultant shall:
 - 13.3.1 (if aware) notify the Client as soon as reasonably practicable of a breach of this clause 13;
 - 13.3.2 provide the Client with details of any person to whom any confidential information has been divulged; and
 - 13.3.3 give the Client all reasonable assistance.
- 13.4 The Consultant shall not, without the prior written consent of the Client or the Project Manager, release to any third party any information or publish or make any statement relating to the Development or publish disseminate or authorise the publication or dissemination of any articles, photographs or other illustrations of the Development.

14. VARIATION OF SERVICES AND ADJUSTMENT TO THE FEE

- 14.1 The Consultant shall notify the Client in writing of any need to vary materially the scope of the Services. The Consultant shall not be entitled to any payment and/or reimbursement for any variation to the scope of the Services that is not first approved in writing by the Client. The Consultant shall not implement any material variation without written notice from the Client as referred to in clause 14.2.
- 14.2 The Client may instruct the Consultant to vary the scope, omit Services and/or provide additional services by giving a written notice ("**Services Order**") to the Consultant. All services the subject of a Services Order shall be performed in accordance with and subject to the terms and conditions of this agreement.
- 14.3 As soon as reasonably practicable after receipt of the Services Order and in any event, no later than seven days after such receipt, the Consultant shall supply the Client with a detailed statement of the Consultant's proposal for any proposed variation of the scope of the Services and/or provision of additional services. The statement shall contain the Consultant's estimate of the effect of such variation or provision on any agreed programme of services, the Fee and the cost and time implications for the Development.
- 14.4 The Client and the Consultant shall attempt to agree a fair and reasonable adjustment to the Fee commensurate with any proposed variation in the scope of the Services or proposed provision of additional services and calculated using the method by which the Fee was originally calculated. In the absence of any agreement, any additional fee shall be calculated by reference to the time properly spent on the relevant service in accordance with the rates set out in Schedule 1. If, but only to the extent that, a particular variation or additional service has been caused by any negligence of or breach of contract by the Consultant the Consultant shall not be

entitled to any addition to the Fee.

15. THE FEE

- 15.1 The Client shall pay the Fee to the Consultant as full remuneration for the performance by it of the Services in accordance with this agreement. The Fee shall, subject to the provisions of clause 14, be deemed to be inclusive payment for the Services and for all internal, costs, expenses and overheads of the Consultant but shall be exclusive of disbursements. The Fee shall include the provision by the Consultant of an electronic copy to the Client and the Project Manager of all Documents and the provision by the Consultant, upon the Client's or the Project Manager's request to the Other Consultants of such information relating to the Services as they may reasonably require.
- 15.2 The Client shall reimburse the Consultant for such disbursements as are reasonably incurred by it in performing the Services including those detailed in Schedule 1, provided that the Client's or the Project Manager's specific prior written authority has been obtained in respect of all such disbursements and expenses.

16. METHOD OF PAYMENT

- 16.1 The Fee shall be paid by monthly instalments ("**Interim Payments**") calculated by reference to the provisions regarding the Consultant's estimate of the Fee and the anticipated time to delivery of determination of a planning application set out in paragraph 1 of Schedule 1.
- 16.2 The due date for payment shall be the date of receipt by the Client of the Interim Application in accordance with clause 16.3 (the "**Due Date**"). The final date for payment of an Interim Payment shall be 28 days from its Due Date (the "**Final Date for Payment**"). Subject to clause 16.5, any sum due to the Consultant in respect of an Interim Payment shall be paid by the Final Date for Payment.
- 16.3 The Consultant shall submit to the Client (copied to the Project proper value added tax invoices on the Due Dates (but no more frequently than monthly) showing the Interim Payment the Consultant considers due at the Due Date and the basis on which the amount is calculated (an "**Interim Application**"). Where an Interim Application includes disbursements (whether or not these are included in the Fee), such disbursements shall be supported by all necessary vouchers, receipts or other documents.
- 16.4 Not later than five days after the Due Date, the Client may give the Consultant written notice specifying the amount that the Client considers to be due and the basis on which that amount is calculated (a "**Payment Notice**"). The Client shall not pay less in respect of any Payment Notice unless the Client complies with clause 16.5.
- 16.5 Where the Client intends to pay less than the amount stated as due in an Interim Application or Payment Notice, as the case may be, the Client shall give written notice to the Consultant of the amount it considers to be due on the date the notice is served and the basis of the calculation (a "**Pay Less Notice**"). A Pay Less Notice must be served not later than one day before the Final Date for Payment of the Interim Application or Payment Notice, as the case may be, to which the Pay Less Notice refers. Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment shall not be less than the amount stated as due in the Pay Less Notice.
- 16.6 The Client shall pay to the Consultant the total amount of value added tax properly chargeable by the Consultant on the supply to the Client of any goods and services under this agreement.
- 16.7 Notwithstanding anything to the contrary in this agreement the Client need not pay any sum due under this agreement to the Consultant if the Consultant is "insolvent" as defined in Section 113 of the Housing Grants, Construction and Regeneration Act 1996.

- 16.8 The Consultant shall, prior to novation, send copies of all applications and notices issued to the Client under this clause 16 to the Project Manager.

17. SUSPENSION AND TERMINATION

- 17.1 The Client may, in addition to any other rights and remedies that it may have, at any time at its absolute discretion by notice in writing to the Consultant terminate the Consultant's appointment under this agreement or require the Consultant to suspend the carrying out of the Services or any part thereof. In the event of termination or suspension, the Client shall, subject to any Pay Less Notice served in accordance with clause 16.5, pay to the Consultant the total amount stated as due in any Payment Notice or if not given, any Interim Application received by the Client or the Project Manager prior to the receipt by the Consultant of any notice of termination or suspension given by the Client under this clause, together with a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services properly performed by the Consultant up to the date of suspension or termination, less the amount of any payments previously made by the Client to the Consultant under this agreement. The Client shall have no further or other liability to the Consultant in respect of such termination or suspension including but not limited to any loss of profit, loss of contracts or other costs, losses and/or expenses.
- 17.2 Subject to clause 17.3, in the event of suspension under clause 17.1, the Client shall be entitled at any time thereafter to instruct the Consultant in writing to resume performance of the Services and the Consultant shall as soon as reasonably practicable comply with such instruction.
- 17.3 Should the Client require the Consultant to resume the Services following suspension under this clause, the Client and the Consultant shall agree such amendments as are appropriate to the Fee and the instalments as specified in Schedule 1 to reflect the extent of the resumed services and shall take account of any payment made to the Consultant under this agreement prior to the resumption of services.
- 17.4 If the Client serves a notice on the Consultant pursuant to clause 17.1 requiring the Consultant to suspend the whole of the Services and does not serve a notice requiring the Consultant to resume the Services pursuant to clause 17.1 within 12 months of the date of the first notice, the Consultant may terminate its appointment under this agreement by giving the Client at least 28 days' written notice of its intention so to do.
- 17.5 Any termination of the Consultant's appointment under this agreement shall not prejudice or affect the rights or remedies of the parties. The provisions of this agreement shall continue to bind both parties, notwithstanding such termination, as far as may be reasonably necessary to give effect to each party's respective rights and obligations.
- 17.6 On termination of the Consultant's appointment or suspension of the whole or part of the Services under clause 17.1, the Consultant shall take immediate steps to bring the Services (or part thereof) to an end in an orderly manner (but with all reasonable speed and economy) and shall within 14 days deliver to the Client all the Documents (whether in the course of preparation or completed) provided that the Consultant shall be entitled to retain copies of the same.

18. RECORD KEEPING

The Consultant shall keep appropriate records including at least the following:

- 18.1 minutes of all meetings attended by the Consultant in connection with the Services;
- 18.2 copies of all applications for payment, certificates and any notices issued under clause 16;
- 18.3 full records of all testing, reports on materials and site inspections;

- 18.4 all correspondence current drawings, specifications and other documents relevant to the Services;
- 18.5 records of any Services Orders issued under clause 14; and
- 18.6 other records reasonably required from time to time by the Client or the Project Manager.

19. REPORTING

- 19.1 The Consultant shall report to the Client and the Project Manager in writing at regular intervals on the progress of the Services and shall attach to each report notice in writing of any decision, action or information that will be required from the Client, such notice to be given a reasonable time in advance having regard to the circumstances.
- 19.2 The Consultant shall include in each report any other matter that in the opinion of the Consultant is of interest to the Client.

20. DISPUTES

- 20.1 A party may give notice at any time of its intention to refer a dispute to adjudication under the TeCSA Adjudication Rules (version 3.2.3), which are deemed incorporated by reference to this clause.
- 20.2 Notwithstanding clause 20.1, the parties may, in a spirit of co-operation, meet in an effort to resolve the dispute in good faith without recourse to adjudication or legal proceedings. A director or partner of each party shall attend the meeting within five Business Days of a written request from either party to the other to do so and addressed to the person referred to in Schedule 1.
- 20.3 If the dispute is not resolved as a result of such meeting, either party may (at such meeting or within five Business Days of its conclusion) propose to the other by notice in writing that structured negotiations be entered into with the assistance of a neutral advisor or mediator.
- 20.4 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this agreement.

21. ENTIRE AGREEMENT

- 21.1 This agreement and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this agreement and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this agreement.
- 21.2 Each of the parties acknowledges and agrees that it has not entered into this agreement in reliance on any statement or representation of any person (whether a party to this agreement or not) other than as expressly incorporated in this agreement.
- 21.3 Nothing contained in this agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

22. SEVERANCE

- 22.1 Each provision of this agreement is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not be affected or impaired in any way.

- 22.2 If any provision of this agreement is or becomes invalid, unlawful or unenforceable (whether wholly or partly) but the provision would be valid, lawful or enforceable if deleted in part, then the provision shall apply with the minimum deletion necessary to make the provision valid, lawful and enforceable.
- 22.3 The parties may agree to amend this agreement in order to ensure the terms of this agreement are valid, lawful and enforceable

23. GENERAL

- 23.1 Any written notices to be given under this agreement shall either be delivered personally or sent by first class post to the address of the relevant party.
- 23.2 A communication sent according to clause 23.1 shall be deemed to have been received:
- 23.2.1 if delivered by hand, at the time of delivery; or
- 23.2.2 if sent by first class post, on the second day after posting.
- If, under the preceding provisions of this clause 23.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 a.m. to 5.30 p.m. on a Business Day, it shall be deemed to have been received at 9.30 a.m. on the next Business Day.
- 23.3 No enquiry, inspection, approval, sanction, comment, consent, decision, direction, advice, information or representation at any time made or given by or on behalf of the Client shall in any way relieve the Consultant from its obligations or exclude or limit the Consultant's liability under this agreement.
- 23.4 A waiver of any right, power, privilege or remedy provided by this agreement must be in writing and may be given subject to any conditions thought fit by the grantor. Any such waiver shall not constitute a waiver of any other breach or default by the other party and shall not constitute a continuing waiver. Any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by this agreement shall not constitute a waiver of that or any other right, power, privilege or remedy.
- 23.5 Except as otherwise expressly stated herein, nothing in this agreement confers any rights on any person (other than the parties to this agreement and their permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 23.6 Save where a longer limitation period is prescribed or allowed by law (in which case such period shall apply), the Client shall be entitled to commence proceedings against the Consultant under this agreement at any time prior to the date of the twelfth anniversary of practical completion of the Works under the Building Contract or if earlier the date of the twelfth anniversary of termination of the Consultant's appointment under this agreement.
- 23.7 The parties may not vary this agreement unless in the circumstances expressly stated herein or unless agreed in writing by the parties.

24. APPLICABLE LAW

This agreement and any dispute or claim arising out of or in connection with this agreement or the subject matter or formation of this agreement (including non-contractual disputes or claims) is governed by and is to be construed in accordance with English law.

25. DATA PROTECTION

- 25.1 The parties to this agreement do not anticipate that any Personal Data will be Processed under this agreement. However, the parties agree that in the event that either party does Process Personal Data under or for the purposes of this agreement, that party will comply with the Data Protection Legislation and shall reasonably co-operate with the other party to facilitate or enable their compliance with the Data Protection Legislation.

- 25.2 In the event a party considers it necessary to Process Personal Data under this agreement, or identifies that any Processing of Personal Data has occurred, it shall notify the other party immediately on becoming aware of the Processing or the necessity to carry out Processing. No Personal Data shall be Processed (or further Processed as the case may be) unless both parties are in agreement that such Processing is required for the purposes of this agreement or to ensure the lawful disposal of Personal Data, and agreement has been reached as to the legal basis on which the Processing will take place and the responsibility for ensuring the lawful and secure Processing of that Personal Data. Where Personal Data has already come into the possession or control of either party, nothing in this clause shall prevent that party from holding the Personal Data securely until such time as agreement is reached under this clause regarding further Processing of it.
- 25.3 If during the subsistence of this agreement the Consultant, or its Staff is furnished by the Client with, or otherwise obtains, (with or without the knowledge or consent of the Client), access to confidential, personal or commercial data owned or held by the Client upon any medium (whether in relation to the Client's own affairs or those of other organisations or individuals) and at any time either directly or indirectly discloses, copies or makes improper use of any such data to a third party, or allows a third party unauthorised access to them, or if the Consultant or its Staff is responsible for, or causes the loss, damage or destruction of, all or any such data, the Consultant shall be liable in damages for any loss or damage suffered by the Client and shall indemnify the Client against all or any claims, proceedings, costs or expenses to which the Client may be or become liable at the suit of any third part in respect thereof.

26. DISCRIMINATION

- 26.1 The Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 or any other statute or regulation or statutory modification or re-enactment thereof relating to discrimination in employment and perform its obligations under this agreement in accordance with:
- 26.1.1 the Equality Legislation;
 - 26.1.2 the Client's equal opportunities policy as provided to the Consultant from time to time; and
 - 26.1.3 any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time by Applicable Law.

27. FREEDOM OF INFORMATION

- 27.1 The Consultant acknowledges that the Client is subject to the requirements of the FOIA and EIRs relating to access to Information held by a public body. The Consultant shall:
- 27.1.1 fully co-operate with the Client and provide all assistance and cooperation reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;
 - 27.1.2 transfer to the Client all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within three (3) days of receipt by the Consultant;
 - 27.1.3 provide the Client with a copy of all Information belonging to the Client requested in the Request For Information which is in its possession or control in the form that the Client requires within 5 days (or such other period as the Client may reasonably specify) of the Client's request for such Information and without charge; and

- 27.1.4 not respond directly to a Request for Information without the prior authorisation of the Client in writing.
- 27.2 The Consultant acknowledges that the Client may be required under the FOIA and/or EIRs to disclose Information (including information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Client that, if disclosed by the Client, would cause the Contractor significant commercial disadvantage or material financial loss) without consulting or obtaining consent from the Consultant.
- 27.3 The Client shall take reasonable steps to notify the Consultant of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Client is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or EIR or whether it must be disclosed.

28. HUMAN RIGHTS ACT 1998

The Consultant shall not do anything to cause any infringement by the Client of its obligations under the Human Rights Act 1998 or any obligations under any other human rights legislation. Where the Consultant is placed under direct obligations by Human Rights Act 1998 or any other associated legislation, it shall comply with, and ensure compliance by its Staff with, those obligations.

29. MODERN SLAVERY

- 29.1 In performing its obligations under this agreement, the Consultant shall:
- 29.1.1 comply with all Applicable Law relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015;
 - 29.1.2 not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 29.1.3 include in contracts with its direct sub-contractors and suppliers provisions which are at least as onerous as those set out in this Clause 29;
 - 29.1.4 notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement; and
 - 29.1.5 maintain an anti-slavery and human trafficking policy and produce a copy to the Client upon request, or, at the Client's sole option if it deems the Consultant's policy as inadequate (acting reasonably) comply with the Client's policies and procedures on anti-slavery and human trafficking;
 - 29.1.6 maintain a complete set of records to trace the supply chain of all Services provided to the Client in connection with this agreement.
- 29.2 The Client may terminate this agreement with immediate effect by giving written notice to the Consultant if the Consultant commits a breach of this Clause 28.

30. ANTI-CORRUPTION AND FRAUD

- 30.1 The Consultant warrants and represents that:
- 30.1.1 it has not committed a Prohibited Act;
 - 30.1.2 it shall comply with the requirements of the Client's Anti-Bribery policy; and
 - 30.1.3 it has in place adequate procedures to prevent bribery and corruption, as contemplated by Section 7 of the Bribery Act.

- 30.2 If the Consultant or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act with or without the knowledge of the Consultant in relation to this or any other agreement with the Client the Client shall be entitled:
- 30.2.1 to terminate this agreement and recover from the Consultant the amount of any loss resulting from the termination;
- 30.2.2 to recover from the Consultant the amount or value of any gift, consideration or commission concerned; and
- 30.2.3 to recover from the Consultant any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act.
- 30.3 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff are placed in a position where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under the provisions of this agreement. The Consultant will disclose to the Client full particulars of any such conflict of interest which may arise.

31. PUBLIC CONTRACTS REGULATIONS

- 31.1 The Consultant warrants and represents that it is not subject to any mandatory exclusion pursuant to Regulation 57 of The Public Contracts Regulations 2015 (as amended).
- 31.2 The Contractor warrants that all written statements and representations in any written submissions made by the Contractor as part of the procurement process, including without limitation its response to the selection questionnaire and ITT (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this agreement or to the extent that the Contractor has otherwise disclosed to the Client in writing prior to the date of this agreement;
- 31.3 The Client may terminate this agreement by giving seven days' notice in writing if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 (as amended) apply.
- 31.4 If the Client terminates under clause 31.3 and the provisions of regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Consultant at the date of this Appointment, the procedures and amounts due on termination are the same as if the termination was for the reason of the Consultant's default or breach.
- 31.5 If the Client terminates under clause 31.3 and the provisions of regulation 73(1)(a) or (73(1)(c) of the Public Contracts Regulations 2015, no compensation shall be payable by either party to the other on termination.
- 31.6 The Consultant shall not appoint a sub-consultant or supplier if there are compulsory grounds for excluding the sub-consultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

EXECUTED AND DELIVERED by the parties as a Deed the date and year first before written

**THE COMMON SEAL OF THE BOARD OF TRUSTEES OF
THE NATIONAL GALLERY** was hereinto affixed in the
presence of:-

Signature:.....

Name:.....

Title:.....

[INSERT CONSULTANT EXECUTION BLOCK]

DRAFT

Schedule 1

General

1. The Fee is to be £[Insert sum].

The Fee is exclusive of all expenses incurred by the Consultant in the proper performance of the Services including but not limited to (which expenses will payable in addition to the Fee if necessarily and properly incurred):

[INSERT EXPENSES IF APPLICABLE]

2. The Other Consultants include:

[INSERT DISCIPLINE]

[INSERT NAME]

3. The persons referred to in clause 9.1 are: **[INSERT DETAILS]**

4. The minimum level of professional indemnity insurance referred to in clause 11.1 is not less than **twenty million pounds (£20,000,000)** for any one claim or series of claims resulting from one and the same act, error or omission or a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event.

5. The rates referred to in clause 14.4 are:

Person

Rate per hour exclusive of value added tax

[Insert Details]

6. The person to whom a notice of dispute referred to in clause 20.2 should be sent is:

in the case of the Client: **[INSERT DETAILS]**

in the case of the Consultant: **[INSERT DETAILS]**

Schedule 2
Services

[INSERT SERVICES]

DRAFT

ARCHITECTURAL

SCOPE OF SERVICES

Document History and Version Control

Version: 1

Release Date 09/09/2025

CONTENTS

Contents	0
Preamble	1
Role Delineation Matrix	2
Expanded Role Descriptions	3
GENERAL OBLIGATIONS	7
RIBA Stages 0–7	16
Stage 1 – Preparation & Briefing	16
Stage 2 – Concept Design	23
Stage 3 – Spatial Coordination	32
Stage 4 – Technical Design	41
Stage 5 – Manufacturing & Construction	49
Stage 6 – Handover & Close Out	56
Stage 7 – In Use	61
Procurement Services	64
Planning Approval Services	66
Contract Administration & Construction Monitoring Services	68

PREAMBLE

For Stage 1 of this competition, the architectural scope of services is described under six **illustrative roles**:

- **Creative Lead (CL)** – safeguarding vision, concept, and cultural/aesthetic quality.
- **Design Lead (DL)** – coordinating statutory compliance, technical design, and consultant inputs.
- **Architectural Design (AD)** – developing drawings, specifications, schedules, and BIM outputs.
- **Delivery Lead (DLv)** – ensuring buildability, sequencing, and practical implementation of the design.
- **Principal Designer (CDM 2015)** – duty holder role under the Construction (Design and Management) Regulations 2015.
- **Principal Designer (BSA 2022)** – duty holder role under the Building Regulations as amended by the Building Safety Act 2022.

This structure is intended to guide the organisation of your architectural team and to mirror the terminology used in the competition documents, particularly the Creative Lead and Delivery Lead roles. All duties remain relevant to the appointment; however, at Stage 2 a **consolidated version** will be issued, with the Creative Lead and Delivery Lead functions merged back into core architectural services. The approach is designed to give clarity and transparency during the selection process, while ensuring that the appointed Architect remains fully responsible for the delivery of all services.

Higher-Risk Building (HRB) Determination

Where the Principal Designer (BSA 2022) confirms at Stage 1 that the Project does not fall within the statutory definition of a Higher-Risk Building under the Building Safety Act 2022, all Gateway-specific obligations described in this Scope shall be deemed out of scope. In such circumstances, the Principal Designer's duties are limited to proportionate Building Regulations compliance, evidence management, and golden thread record-keeping (see GO-1a).

ROLE DELINEATION MATRIX

The following **Role Delineation Matrix** sets out the allocation of responsibilities across all six illustrative roles, alongside both the Client and future Contractors.

- **R** = Responsible (does the work)
- **A** = Accountable (owns the outcome, approves)
- **C** = Consulted (gives input, two-way communication)
- **I** = Informed (kept up to date, one-way communication)

Function / Responsibility	Client	Contractor	CL	DL	AD	DLv	PD (CDM)	PD (BSA)
Design Vision & Aesthetics	C	I	A/R	C	R	I	—	—
Heritage Significance & Assessments	C	I	R	A/R	R	C	C	C
Technical Coordination	I	C	C	A/R	R	C	C	C
Surveys & Investigations	C	R	C	A/R	R	R	C	C
Contractor Design Portions (CDP)	I	A/R	C	A/R	R	C	C	C
Statutory Approvals	A	I	C	A/R	R	C	C	C
Planning Submissions (incl. Heritage/LBC)	A	I	R	C	A/R	C	C	C
Building Regulations Compliance	I	C	I	C	R	C	C	A/R
Client Engagement	A	I	R	C	C	C	C	C
Stakeholder & Heritage Consultees	A	I	R	C	R	C	C	C
Procurement (Design)	A	C	C	A/R	R	R	C	C
Procurement (Construction)	A	A/R	I	C	C	R	C	C
Contract Administration Support	A	C	C	R	R	C	C	C
Construction Monitoring (incl. Heritage)	I	A/R	C	R	R	R	C	C
Health & Safety (Design)	I	C	I	C	C	C	A/R	C
Health & Safety (Construction)	I	A/R	I	C	C	C	A/R	C
Compliance Documentation (Golden Thread)	I	C	I	C	R	C	C	A/R
Quality Assurance	I	C	R	A/R	R	R	C	C
Approvals & End-of-Stage Sign-Off	A	I	C	A/R	R	R	C	A/R
Handover & Close-Out	A	R	C	R	R	R	C	A/R
Post-Occupancy / In Use	A	C	R	C	R	C	C	C

EXPANDED ROLE DESCRIPTIONS

The Role Delineation Matrix provides a high-level governance view of how responsibilities are distributed across all six illustrative roles. To support this, the following expanded descriptions set out the **core purpose, scope, and emphasis of each role**.

These descriptions are intended to:

1. **Clarify expectations** of each role in both design and delivery.
2. **Provide continuity** between the governance-level matrix and the clause-by-clause scope of services that follows.
3. **Ensure transparency** for the Client, Contractor, and wider project team in understanding the Consultant's internal allocation of duties.

It should be noted that while the roles are delineated for clarity, **the Consultant remains the single point of responsibility for all services under this appointment**. The expanded role descriptions are therefore explanatory in nature and not contractual divisions of liability.

Function / Responsibility	Creative Lead (CL)	Design Lead (DL)	Architectural Design (AD)	Delivery Lead (DLv)	Principal Designer PD (CDM 2015)	Principal Designer PD (BSA 2022)
Design Vision & Aesthetics	Leads cultural/creative direction. Safeguards concept and design integrity.	Coordinates consultant inputs to protect vision within compliance.	Produces outputs reflecting vision.	Ensures intent is deliverable practically.	–	–
Heritage Significance & Assessments	Ensures proposals respect heritage context and significance. Provides narratives for heritage in design vision.	Commissions and coordinates Heritage Significance Assessments (HSAs). Integrates findings into statutory strategy. Liaises with	Incorporates HSAs into drawings, Heritage Statements, and submissions.	Confirms buildability and sequencing strategies safeguard heritage assets.	Identifies risks associated with heritage works in PCI and H&S File.	Ensures compliance documentation and golden thread capture heritage evidence and statutory approvals.

		heritage consultees.				
Technical Coordination	Advises on the impact of technical solutions on design vision and aesthetics.	Leads technical and statutory coordination across all disciplines. Chairs design workshops and resolves clashes.	Integrates consultant inputs into drawings, models, and specifications. Maintains coordination outputs.	Reviews coordination outcomes for buildability, sequencing, and tolerances.	Ensures coordinated design reflects safe design principles. Updates PCI and risk register.	Confirms coordinated design achieves Building Regulations compliance. Records evidence for Gateways and golden thread.
Surveys & Investigations	Advises on heritage-related survey needs (fabric, archaeology).	Identifies required surveys, prepares scopes for procurement, coordinates survey strategy.	Provides technical input to survey scopes and integrates outputs into design.	Advises on buildability-related surveys (ground, utilities, intrusive). Reviews survey outputs for delivery implications.	Identifies surveys required for safe design (asbestos, contamination, structural).	Ensures survey outputs support Building Regulations and are uploaded into golden thread / Gateway evidence.
Contractor Design Portions (CDP)	Flags elements where CDP may affect vision/heritage.	Defines CDP requirements in ERs/tender docs. Coordinates scope allocation.	Produces performance specs and interface drawings.	Reviews CDP elements for buildability, tolerances, sequencing.	Confirms CDP scopes address design risks. Updates PCI.	Confirms CDP elements support compliance. Ensures Gateway / golden thread evidence is complete.
Statutory Approvals	Presents creative case in submissions.	Leads statutory approvals strategy. Coordinates consultants and authority liaison.	Prepares drawings/specs for approvals.	Confirms approval conditions are deliverable.	Ensures submissions include H&S risk info.	Confirms submissions demonstrate Building Regulations

						compliance and support Gateways.
Client & Stakeholder Engagement	Presents design vision and narratives.	Coordinates technical responses to queries.	Provides architectural documentation.	Explains delivery implications (programme, logistics, tolerances).	Advises on CDM duties for Client/stakeholders .	Advises on Building Safety Act duties for Client/stakeholders .
Construction Interface	Safeguards design quality on site (mock-ups, samples, finishes).	Coordinates consultant responses to RFIs and contractor submissions.	Provides drawings, clarifications, inspections.	Leads buildability reviews, sequencing advice, prototypes.	Confirms CDM risk management is maintained during construction.	Confirms site works comply with Building Regs. Monitors Gateway and MOR processes.
Procurement	Protects quality benchmarks in tendering.	Leads procurement strategy. Coordinates tender docs.	Provides architectural drawings/specs for tender.	Advises on contractor packaging, logistics, delivery risk.	Confirms PCI/CDM obligations are included in tender.	Confirms golden thread/Gateway obligations included in tender.
Health & Safety	–	Highlights risks affecting design vision.	Produces coordinated drawings/specs reflecting safe design.	Identifies buildability risks affecting safety.	Statutory duty holder under CDM 2015 (plan, manage, monitor design safety).	Duty holder under BSA (compliance, competence, MOR, Gateways).
Compliance Documentation	Provides narratives supporting creative/heritage compliance.	Ensures consultant deliverables meet statutory standards.	Produces compliance drawings, schedules, and specifications.	Confirms deliverables are achievable in construction.	Prepares PCI, risk register, and H&S File.	Prepares compliance statements, Gateway evidence, golden thread records.

Quality Assurance	Approves outputs for creative integrity.	Leads QA reviews across disciplines.	Applies QA checks to drawings/specs.	Reviews QA of prototypes, mock-ups, buildability outputs.	QA of safety-critical design information.	QA of Building Regulations and compliance documentation.
Approvals & End-of-Stage Sign-Off	Confirms creative and heritage vision preserved in stage sign-off.	Coordinates Client approval process and statutory confirmations.	Provides updated deliverables for sign-off.	Confirms approved design is buildable before progressing.	Confirms residual risks recorded in PCI.	Confirms stage sign-off aligns with Gateway compliance.

The following sections translate these role definitions into a detailed scope of services with specific duties, structured under General Obligations, RIBA Stages 0–7, and supporting services. Each duty is presented under the six illustrative roles (CL, DL, AD, DLv, PD-CDM, PD-BSA) to ensure clarity of allocation, while preserving the Consultant’s single point of contractual accountability.

GENERAL OBLIGATIONS

The General Obligations set out the Consultant's continuous responsibilities that apply across all stages of the Project. These obligations include reporting, coordination, quality management, compliance with statutory duties, sustainability, and stakeholder engagement. They underpin the delivery of the Project and remain in force throughout the appointment, providing the framework within which stage-specific duties are carried out.

GO-1. Roles

Role	Duties
CL	Set the creative and aesthetic standards. Lead presentations of the design vision to Client, stakeholders, and public. Safeguard curatorial and conceptual direction.
DL	Coordinate and integrate consultant designs. Lead and coordinate statutory submissions. Provide advice on technical compliance.
AD	Develop architectural design solutions. Produce drawings, schedules, models, and specifications. Support statutory submissions with architectural content.
DLv	Translate design vision into buildable solutions. Lead on prototypes, samples, benchmarks. Review tolerances and sequencing for architectural works.
PD (CDM 2015)	Act as statutory Principal Designer. Plan, manage and monitor H&S during design. Maintain PCI and H&S File.
PD (BSA 2022)	Act as statutory duty holder under Building Safety Act. Ensure architectural design complies with Building Regulations. Maintain golden thread evidence and Gateway submissions.

GO-1a. Higher-Risk Building Determination

Role	Duties
PD (BSA 2022)	Confirm at Stage 1 whether the Project falls within the statutory definition of a Higher-Risk Building under the Building Safety Act 2022. Where the Project is confirmed not to be a Higher-Risk Building, all obligations in this Scope relating to "Gateway" submissions or other HRB-specific requirements shall be deemed out of scope . In such cases, the Principal Designer's duties shall be limited to: (i) ensuring compliance with Building Regulations; (ii) maintaining proportionate compliance evidence; and (iii) recording compliance decisions within the golden thread.

GO-2. Agreement of Roles and Relationships

Role	Duties
CL	Define interface with curatorial advisors/donors. Confirm how vision is maintained as design progresses.
DL	Agree coordination protocols with consultants/authorities. Confirm responsibilities for approvals and deliverables.
AD	Define responsibilities for drawings, models, and specifications. Confirm deliverables required for statutory/tender submissions.

DLv	Define responsibilities for buildability reviews, prototypes, and mock-ups. Confirm site liaison and delivery scope for architect.
PD (CDM 2015)	Confirm appointment as Principal Designer. Agree communication lines on H&S matters.
PD (BSA 2022)	Confirm appointment as PD under BSA. Define scope of compliance evidence at Gateways. Establish golden thread management approach.

GO-3. Liaison and Co-operation

Role	Duties
CL	Liaise with Client/stakeholders to protect design intent. Provide creative input to statutory/heritage consultation.
DL	Coordinate consultant inputs into integrated design. Liaise with authorities to confirm compliance pathways.
AD	Collaborate with consultants to resolve technical issues. Incorporate inputs into architectural drawings/BIM.
DLv	Liaise with contractor and supply chain to confirm buildability of architectural design.
PD (CDM 2015)	Ensure design risks are communicated between disciplines. Coordinate provision of PCI inputs.
PD (BSA 2022)	Coordinate architectural compliance inputs for Building Regulations. Manage cooperation with regulator on Gateway evidence.

GO-4. Communications

Role	Duties
CL	Communicate creative vision through reports and presentations. Provide narratives/visuals.
DL	Establish communication protocols. Manage structured reporting to Client/authorities.
AD	Communicate technical outputs through reports/drawings. Respond to RFIs. Maintain version control.
DLv	Provide input on buildability, sequencing and logistics for architectural works. Report to DL/Client on risks.
PD (CDM 2015)	Communicate H&S duties and update design risk register.
PD (BSA 2022)	Communicate compliance status and Gateway requirements. Issue declarations as required.

GO-5. Meetings

Role	Duties
CL	Attend/present at design reviews and stakeholder meetings. Represent creative intent.
DL	Chair design coordination meetings. Record decisions affecting compliance/technical design.
AD	Attend coordination meetings. Present drawings/models. Record architectural actions.
DLv	Lead meetings on buildability/prototypes where relevant. Attend site-based reviews.
PD (CDM 2015)	Attend design meetings to ensure risks are addressed.

Lead risk workshops.

PD (BSA 2022)	Attend statutory meetings with Building Control/regulator. Confirm Gateway evidence preparation.
----------------------	---

GO-6. Reports

Role	Duties
CL	Draft design narrative sections. Provide visuals/diagrams for Client updates.
DL	Prepare coordination and compliance reports. Summarise design risks/mitigation.
AD	Produce technical schedules and drawing registers. Provide deliverable updates.
DLv	Report on buildability, prototypes and sequencing. Highlight programme/cost risks linked to design.
PD (CDM 2015)	Report on H&S risks in design and CDM compliance.
PD (BSA 2022)	Report on Building Regulations compliance, Gateway preparation, and golden thread status.

GO-7. Deliverables

Role	Duties
CL	Provide design narratives and visuals. Contribute to exhibition/consultation material.
DL	Define and agree list of deliverables. Ensure statutory/technical compliance is met.
AD	Produce drawings, models, specs, schedules. Maintain document control.
DLv	Produce logistics/method drawings where architect led. Develop quality benchmarks for architectural works.
PD (CDM 2015)	Deliver PCI pack. Provide design risk assessments. Contribute to tender/contract safety information.
PD (BSA 2022)	Deliver Gateway submissions. Provide compliance schedules and declarations. Ensure golden thread datasets complete.

GO-8. Design Coordination

Role	Duties
CL	Review consultant proposals against vision. Support resolution of conflicts affecting aesthetics.
DL	Lead coordination workshops. Resolve statutory and compliance issues. Manage clash detection.
AD	Integrate consultant inputs into drawings/BIM. Update coordination outputs.
DLv	Review outcomes for buildability/sequence. Confirm construction tolerances addressed.
PD (CDM 2015)	Ensure design coordination reflects safe design. Update risk registers accordingly.
PD (BSA 2022)	Ensure coordinated design achieves Building Regulations compliance. Record evidence for Gateways.

GO-9. Quality Assurance

Role	Duties
CL	Review deliverables for creative alignment. Confirm quality of visuals/materials.
DL	Establish QA procedures. Coordinate internal reviews. Accountable for compliance.
AD	Apply QA checks on drawings/specifications. Close out issue logs. Maintain registers.
DLv	Monitor QA of buildability deliverables (mock-ups, prototypes).
PD (CDM 2015)	QA safety-critical information. Confirm risk assessments are current.
PD (BSA 2022)	QA compliance documentation. Confirm declarations validated.

GO-10. Approvals

Role	Duties
CL	Present creative vision and heritage response in approval processes (planning committees, statutory consultees). Safeguard curatorial objectives.
DL	Lead coordination of all approval submissions (planning, listed building consent, Building Control). Liaise with authorities and confirm statutory pathways.
AD	Prepare architectural drawings, models, visuals and specifications required for approvals. Respond to authority queries and update records.
DLv	Confirm approval requirements are practical for delivery. Advise on buildability implications of authority conditions.
PD (CDM 2015)	Ensure approval processes reflect CDM duties. Provide PCI extracts and design risk information to authorities where required.
PD (BSA 2022)	Confirm approvals align with Building Regulations duty holder regime. Ensure Gateway evidence is submitted to regulator. Upload outcomes into golden thread.

GO-10a. Statutory and Heritage Obligations

Role	Duties
CL	Safeguard cultural and heritage values in all statutory submissions. Ensure creative vision is preserved in responses to statutory authorities and heritage consultees.
DL	Coordinate statutory and heritage obligations across the design team. Lead submissions to heritage authorities, planning bodies, and regulators.
AD	Prepare architectural drawings, schedules, visuals and narratives demonstrating heritage compliance. Support statutory submissions with technical content.
DLv	Review statutory and heritage requirements for buildability and sequencing. Confirm construction methodology protects heritage fabric.
PD (CDM 2015)	Record statutory and heritage design risks in PCI and H&S File. Ensure statutory obligations under CDM are fulfilled in submissions.

PD (BSA 2022)	Confirm statutory and heritage obligations are integrated into Building Regulations compliance. Ensure golden thread evidence includes heritage and statutory approvals.
----------------------	---

GO-11. Information Exchange

Role	Duties
CL	Provide narrative and visual material to support communication of design intent.
DL	Establish protocols for BIM, models, registers and document control. Ensure consultants exchange information on agreed platforms.
AD	Produce and issue architectural drawings, models and schedules in line with exchange protocols.
DLv	Provide logistics, prototype and mock-up information where relevant to architectural delivery.
PD (CDM 2015)	Ensure risk information is included in information exchange protocols and shared with all duty holders.
PD (BSA 2022)	Ensure Building Regulations compliance data is captured and transferred into the golden thread.

GO-12. Design Responsibility Matrix (DRM)

Role	Duties
CL	Confirm creative responsibilities and heritage/aesthetic interfaces.
DL	Lead preparation of the DRM. Define roles and scope for design tasks. Maintain updates across project stages.
AD	Identify architectural production responsibilities in the DRM. Confirm deliverables for each stage.
DLv	Define architectural delivery responsibilities (buildability reviews, prototypes, site liaison).
PD (CDM 2015)	Ensure DRM captures CDM responsibilities for design risk.
PD (BSA 2022)	Ensure DRM includes allocation of Building Regulations duty holder roles.

GO-13. Design Risk Management

Role	Duties
CL	Highlight risks to creative vision and heritage quality.
DL	Lead risk management process for design. Maintain and report on design risk register.
AD	Record architectural risks in the design risk register. Identify mitigation measures.
DLv	Identify risks to buildability and sequencing of architectural works.
PD (CDM 2015)	Maintain PCI and risk register. Ensure design risks are eliminated or mitigated where possible.
PD (BSA 2022)	Confirm compliance risks are identified and mitigation evidenced for Gateway submissions.

GO-14. Programme Management

Role	Duties
CL	Confirm creative review milestones and stakeholder engagement dates.
DL	Develop and manage design programme.

	Coordinate consultant deliverables.
AD	Programme production of drawings, schedules and models to align with overall design programme.
DLv	Programme prototypes, samples and delivery-related reviews.
PD (CDM 2015)	Programme CDM risk workshops, PCI updates and statutory submissions.
PD (BSA 2022)	Programme Gateway submissions and compliance evidence preparation.

GO-15. Value Management

Role	Duties
CL	Ensure value exercises do not compromise design intent or heritage quality.
DL	Lead value management workshops. Balance cost, compliance and design quality.
AD	Provide alternative architectural design options and data for value exercises.
DLv	Provide buildability input into value management solutions.
PD (CDM 2015)	Assess H&S implications of value management proposals.
PD (BSA 2022)	Confirm compliance is maintained in value-managed design solutions.

GO-16. Change Control

Role	Duties
CL	Review changes for impact on creative vision.
DL	Lead change control process for design. Record and obtain approvals.
AD	Update drawings, models and schedules to implement approved changes.
DLv	Review impact of changes on delivery and buildability.
PD (CDM 2015)	Assess design changes for CDM risk implications. Update PCI/H&S File.
PD (BSA 2022)	Assess changes for impact on compliance. Update golden thread and Gateway documentation.

GO-17. Cost Monitoring

Role	Duties
CL	Review cost exercises to ensure creative intent is safeguarded.
DL	Provide design input into cost monitoring. Coordinate responses to cost plan updates.
AD	Provide quantities, areas, schedules and design clarifications to support cost monitoring.
DLv	Review buildability and sequencing implications of cost changes.
PD (CDM 2015)	Identify H&S risks in design changes affecting cost.
PD (BSA 2022)	Confirm design changes remain compliant with Building Regulations.

GO-18. Sustainability & Carbon Management

Role	Duties
CL	Ensure sustainability strategies support creative vision and heritage context.
DL	Coordinate sustainability and carbon management strategies with consultants.
AD	Integrate sustainability measures into drawings, models and schedules.
DLv	Review sustainability measures for practicality in construction and delivery.
PD (CDM 2015)	Record sustainability measures that affect H&S risks (e.g. materials, access).
PD (BSA 2022)	Ensure sustainability measures align with Building Regulations compliance.

Upload evidence into golden thread.

GO-19. Prototypes, Samples and Mock-ups

Role	Duties
CL	Review prototypes, samples and mock-ups for alignment with creative vision and heritage context.
DL	Coordinate preparation, review and approval of prototypes and samples. Confirm compliance with design standards and statutory requirements.
AD	Prepare architectural information required for prototypes, samples and mock-ups. Review contractor submissions and update drawings/specifications accordingly.
DLv	Lead evaluation of prototypes and samples from a delivery perspective. Confirm buildability, sequencing and quality benchmarks.
PD (CDM 2015)	Assess prototypes and mock-ups for health and safety implications. Record outcomes in PCI/H&S File.
PD (BSA 2022)	Confirm prototypes and mock-ups support Building Regulations compliance. Record evidence in golden thread documentation.

GO-20. Statutory and Regulatory Compliance

Role	Duties
CL	Ensure statutory strategies are consistent with creative and heritage objectives.
DL	Lead statutory consultation process. Coordinate all consultant inputs to secure approvals.
AD	Prepare architectural drawings, schedules and specifications for statutory submissions. Respond to statutory authority comments.
DLv	Confirm statutory requirements are integrated into construction logistics and delivery strategies.
PD (CDM 2015)	Ensure compliance with CDM Regulations. Maintain PCI and record statutory approvals affecting H&S.
PD (BSA 2022)	Ensure architectural design achieves Building Regulations compliance. Prepare and submit Gateway evidence as required.

GO-21. Planning Consultation

Role	Duties
CL	Lead presentation of creative vision and heritage response in planning consultations.
DL	Coordinate preparation of planning application material. Lead consultation with planning authority.
AD	Produce architectural drawings, visuals and documents for planning submission.
DLv	Review planning conditions for impact on construction delivery and buildability.
PD (CDM 2015)	Identify planning conditions with H&S implications and record in PCI.
PD (BSA 2022)	Confirm planning outputs align with Building Regulations pathway for Gateway 1.

GO-22. Health & Safety

Role	Duties
CL	Highlight creative features with H&S implications (e.g. maintenance of bespoke elements).
DL	Ensure H&S requirements are embedded in design coordination. Monitor close-out of design risk actions.
AD	Identify architectural H&S risks (access, egress, maintenance) and provide information for PCI.
DLv	Review construction and delivery implications of H&S measures.
PD (CDM 2015)	Act as Principal Designer under CDM 2015. Lead H&S design risk management and maintain PCI/H&S File.
PD (BSA 2022)	Ensure Gateway submissions meet statutory safety requirements under BSA 2022. Maintain safety evidence in golden thread.

GO-23. Procurement

Role	Duties
CL	Advise on creative/heritage aspects of procurement documents.
DL	Lead preparation of architectural inputs to procurement strategy and documents.
AD	Provide technical drawings, specifications and schedules for tender documentation.
DLv	Review procurement documents to ensure buildability and delivery sequencing are addressed.
PD (CDM 2015)	Provide PCI and H&S File extracts for inclusion in tender documentation.
PD (BSA 2022)	Provide compliance schedules and Gateway evidence relevant to procurement process.

GO-24. Contractor Engagement

Role	Duties
CL	Participate in presentations of design intent during contractor engagement.
DL	Lead design interface with contractors. Coordinate responses to queries.
AD	Provide drawings, specifications and clarifications during contractor engagement.
DLv	Lead buildability discussions with contractors. Confirm logistics and sequencing feasibility.
PD (CDM 2015)	Engage with contractors on H&S design issues. Update PCI accordingly.
PD (BSA 2022)	Confirm contractor engagement supports Building Regulations compliance. Maintain golden thread inputs.

GO-25. Dispute Resolution

Role	Duties
CL	Advise on disputes relating to creative intent or heritage interpretation.
DL	Lead resolution of design disputes and coordinate consultant responses.
AD	Provide architectural evidence and clarification in dispute resolution.
DLv	Advise on disputes relating to buildability and delivery of architectural works.

PD (CDM 2015)	Provide evidence on H&S compliance in disputes.
PD (BSA 2022)	Provide evidence on Building Regulations compliance in disputes.

GO-26. Contractor Claims

Role	Duties
CL	Advise on claims impacting creative quality or heritage outcomes.
DL	Coordinate architectural input to contractor claims. Provide evidence and reports as required.
AD	Supply drawings, schedules and clarifications to support claim evaluation.
DLv	Provide evidence on buildability and delivery matters relevant to claims.
PD (CDM 2015)	Provide H&S evidence and commentary relevant to claims.
PD (BSA 2022)	Provide compliance evidence relating to claims affecting Building Regulations.

GO-27. Liaison with Building Control

Role	Duties
CL	Provide commentary on heritage and design quality in Building Control discussions.
DL	Liaise with Building Control body (local authority or Approved Inspector). Coordinate design team responses and record approvals.
AD	Provide architectural drawings, compliance schedules and specifications for Building Control approval.
DLv	Confirm Building Control requirements are achievable in construction sequencing.
PD (CDM 2015)	Ensure Building Control engagement reflects CDM duties and PCI.
PD (BSA 2022)	Confirm Building Control approvals support Gateway submissions. Upload into golden thread.

GO-28. Duty holder & Competence (CDM + BSA)

Role	Duties
CL	Endorse Client awareness of creative and heritage competence requirements.
DL	As Principal Designer (CDM & BSA), plan, manage, monitor and coordinate design risk management. Confirm designer competence across the team.
AD	Provide competence evidence for architectural team. Contribute to PCI and compliance schedules.
DLv	Provide competence records for construction deliverability and methods.
PD (CDM 2015)	Confirm all designers comply with CDM duties. Maintain competence register.
PD (BSA 2022)	Confirm competence records form part of golden thread and Gateway submissions.

RIBA STAGES 0–7

The stage-based duties are aligned with the RIBA Plan of Work 2020. The duties encompass briefing, concept design, spatial coordination, technical design, manufacturing and construction, handover, and in-use support. Together, they ensure that the Project is developed in a structured, compliant, and coordinated manner across the full project lifecycle.

STAGE 1 – PREPARATION & BRIEFING

1D-1. Instructions to Proceed

Role	Duties
CL	Confirm scope for creative visioning. Outline approach to heritage and design quality.
DL	Confirm design lead appointment, roles, and statutory duties. Establish communication with Client.
AD	Mobilise resources and prepare architectural start-up tasks.
DLv	Confirm delivery lead responsibilities (buildability, site liaison, prototypes).
PD (CDM 2015)	Confirm appointment as Principal Designer under CDM 2015. Notify duty holders of responsibilities.
PD (BSA 2022)	Confirm appointment as Principal Designer under BSA 2022. Agree compliance evidence framework and Gateway pathway.

1D-2. HSE Notification

Role	Duties
CL	-
DL	Confirm with Client if the project is notifiable under CDM. Ensure notification requirements are built into the programme.
AD	Provide architectural information (site description, floor areas, project scope) to support notification.
DLv	Provide any architectural delivery information (phasing, access diagrams) relevant to notification.
PD (CDM 2015)	Prepare and submit F10 to HSE if required. Maintain record and circulation.
PD (BSA 2022)	Confirm whether the project falls within scope of a Higher-Risk Building. Advise Client on Gateway 1 planning requirements.

1D-3. Project Execution Plan (PEP)

Role	Duties
CL	Contribute visioning, heritage and cultural strategy sections.
DL	Draft and coordinate the PEP. Define deliverables, responsibilities, programme, QA and compliance strategy.
AD	Input architectural deliverables and resourcing requirements into PEP.
DLv	Input buildability, logistics, and prototype deliverables into PEP.
PD (CDM 2015)	Define CDM procedures, risk register management, and PCI requirements in PEP.
PD (BSA 2022)	Define Gateway submission strategy and golden thread management in PEP.

1D-4. Design Responsibility Matrix (DRM)

Role	Duties
CL	Identify responsibilities for heritage/creative vision deliverables.
DL	Lead preparation and coordination of the DRM. Define roles for consultants and architect team.
AD	Identify responsibilities for drawings, models, schedules and specifications.
DLv	Identify responsibilities for buildability deliverables (mock-ups, sequencing drawings).
PD (CDM 2015)	Record allocation of CDM design risk responsibilities.
PD (BSA 2022)	Record allocation of Building Regulations duty holder responsibilities.

1D-4a. Heritage Significance Assessments

Role	Duties
CL	Lead identification of heritage values and significance. Provide narrative and visioning to guide design.
DL	Coordinate integration of heritage significance assessments into DRM, PEP and statutory strategies.
AD	Prepare baseline documentation (drawings, schedules) supporting heritage significance assessments.
DLv	Confirm construction implications of working with heritage fabric.
PD (CDM 2015)	Record heritage-related risks in PCI and H&S File.
PD (BSA 2022)	Ensure heritage evidence supports Gateway submissions and golden thread requirements.

1D-5. Design Programme

Role	Duties
CL	Identify milestones for creative reviews and stakeholder engagement.
DL	Prepare and maintain design programme. Coordinate consultant deliverables and statutory deadlines.
AD	Programme architectural outputs (drawings, schedules, models) to align with design programme.
DLv	Programme prototypes, mock-ups, and delivery reviews.
PD (CDM 2015)	Programme CDM risk workshops and PCI updates.
PD (BSA 2022)	Programme Gateway submissions and golden thread evidence preparation.

1D-6. Communication Strategy

Role	Duties
CL	Define approach for communicating vision and heritage values.
DL	Establish protocols for consultant and Client communications. Maintain records of statutory correspondence.
AD	Communicate design outputs via agreed formats. Maintain version control.
DLv	Communicate buildability and sequencing issues to DL/Client.
PD (CDM 2015)	Communicate H&S duties and risk updates to project team.
PD (BSA 2022)	Communicate Gateway requirements, compliance declarations and golden thread status.

1D-7. Quality Objectives

Role	Duties
CL	Define quality benchmarks for creative vision, heritage response and public experience.
DL	Establish quality objectives for compliance, coordination and statutory submissions. Ensure objectives are measurable and monitored.
AD	Apply quality objectives to drawings, models and specifications. Maintain QA processes.
DLv	Confirm quality objectives are achievable through buildability, sequencing, and prototypes.
PD (CDM 2015)	Ensure quality objectives address safety-critical elements. Record in PCI.
PD (BSA 2022)	Ensure quality objectives embed Building Regulations compliance and Gateway evidence requirements.

1D-8. Sustainability and Environmental Strategy

Role	• Duties
CL	Ensure sustainability objectives align with design vision and heritage context.
DL	Coordinate sustainability strategy with consultants and statutory requirements.
AD	Integrate sustainability measures (materials, energy performance, embodied carbon) into architectural design outputs.
DLv	Confirm sustainability measures are practical in delivery (construction methods, materials handling).
PD (CDM 2015)	Identify H&S risks associated with sustainability measures. Record in PCI/H&S File.
PD (BSA 2022)	Ensure sustainability measures are captured in compliance documentation and golden thread.

1D-9. Project Risks

Role	Duties
CL	Identify risks to design vision and heritage significance.
DL	Lead risk management workshops and maintain design risk register. Report to Client.
AD	Record architectural risks and proposed mitigations in design outputs.
DLv	Identify risks to buildability, sequencing and architectural delivery.
PD (CDM 2015)	Record design risks in PCI. Lead design risk mitigation under CDM duties.
PD (BSA 2022)	Identify compliance risks relating to Building Regulations and maintain evidence trail.

1D-10. Stakeholder Engagement

Role	Duties
CL	Lead engagement with cultural, curatorial and donor stakeholders to safeguard vision.
DL	Coordinate stakeholder consultation programme. Ensure inputs are captured and assessed.

AD	Provide drawings, visuals and narratives to support stakeholder engagement.
DLv	Review stakeholder feedback for buildability and delivery implications.
PD (CDM 2015)	Record stakeholder input that affects H&S risks.
PD (BSA 2022)	Record stakeholder input that affects Building Regulations compliance or Gateway evidence.

1D-11. Client & Strategic Brief Development

Role	Duties
CL	Develop creative, cultural, and heritage objectives within the Client Brief. Shape design quality aspirations for the Strategic Brief to ensure alignment with vision and heritage context.
DL	Coordinate and formalise the Client Brief. Ensure statutory, compliance, and technical requirements are incorporated. Develop the Strategic Brief to capture project-wide objectives and responsibilities.
AD	Translate Client requirements into architectural performance criteria, layouts, schedules, and baseline design principles. Provide supporting documentation that links Client Brief to the Strategic Brief.
DLv	Input delivery, logistics, and buildability considerations into the Client and Strategic Briefs. Ensure sequencing and construction constraints are recognised from the outset.
PD (CDM 2015)	Ensure both Client and Strategic Briefs capture CDM duties, health & safety requirements, and the design risk management approach. Record residual risks in PCI.
PD (BSA 2022)	Ensure Client and Strategic Briefs address Building Regulations pathways, Gateway compliance requirements, and golden thread evidence obligations.

1D-12. Site Information

Role	Duties
CL	Review site information for impact on heritage setting and creative opportunities.
DL	Coordinate surveys and baseline studies. Ensure information is consistent and complete.
AD	Incorporate survey and baseline data into architectural drawings, models and reports.
DLv	Confirm survey data supports construction sequencing, logistics and delivery.
PD (CDM 2015)	Record survey hazards and residual risks in PCI.
PD (BSA 2022)	Confirm survey outputs align with Building Regulations requirements and upload into golden thread.

1D-13. Feasibility Studies

Role	Duties
CL	Test heritage and creative strategies against potential options. Provide design vision narratives.
DL	Coordinate feasibility options across consultants. Evaluate statutory and compliance implications.
AD	Produce drawings, models and schedules for feasibility options.

Test layouts against brief.

DLv	Assess feasibility options for buildability, sequencing and site delivery.
PD (CDM 2015)	Assess feasibility options for health and safety risks. Record in PCI.
PD (BSA 2022)	Assess feasibility options for Building Regulations compliance. Identify risks for Gateway pathway.

1D-14. Surveys and Investigations

Role	Duties
CL	Advise on surveys/studies required to safeguard creative vision and heritage values (e.g. heritage significance, archaeology).
DL	Identify and advise on surveys and investigations required for statutory compliance, planning, and design development. Prepare scopes of service/briefs to enable procurement of surveys.
AD	Provide technical input to survey scopes (measured surveys, utilities, ecology, acoustics, fire, daylight, sustainability). Review survey outputs and integrate into design.
DLv	Confirm survey requirements relating to buildability, logistics and construction methodology (e.g. site investigations, ground conditions).
PD (CDM 2015)	Identify surveys required for PCI and design risk assessment (e.g. asbestos, ground contamination, existing structure).
PD (BSA 2022)	Confirm surveys support Building Regulations compliance. Ensure outputs are uploaded into golden thread and, where relevant, Gateway submissions.

1D-15. Schedules of Floor Areas – Initial Preparation

Role	Duties
CL	Confirm alignment of floor area allocations with creative and curatorial requirements.
DL	Coordinate preparation of initial floor area schedules across consultants. Ensure consistency with brief and statutory benchmarks.
AD	Produce baseline schedules of floor areas (GIA, NIA, departmental allocations). Cross-check against layouts and feasibility studies.
DLv	Confirm floor area allocations are practical in delivery and sequencing terms.
PD (CDM 2015)	Identify any H&S implications of area allocations (e.g. circulation widths, escape).
PD (BSA 2022)	Confirm floor area schedules support compliance with Building Regulations (fire, accessibility).

1D-16. Statutory Approvals Strategy

Role	Duties
CL	Review statutory strategy for impact on creative vision and heritage quality.
DL	Develop statutory approvals strategy. Lead consultation with authorities.
AD	Provide architectural information to support statutory strategy. Prepare initial drawings and documents for submission planning.
DLv	Review statutory strategy for implications on delivery and construction sequencing.

PD (CDM 2015) Confirm statutory approvals strategy aligns with CDM duties.
Record in PCI.

PD (BSA 2022) Confirm statutory approvals strategy aligns with Gateway pathway.
Ensure golden thread processes are established.

1D-17. Initial Design Options

Role	Duties
CL	Develop high-level design options that articulate creative and heritage vision.
DL	Coordinate design options across disciplines. Ensure options meet statutory and compliance requirements.
AD	Prepare drawings, models and visuals for initial design options.
DLv	Review design options for buildability and sequencing feasibility.
PD (CDM 2015)	Identify health and safety risks associated with initial options. Record in PCI.
PD (BSA 2022)	Identify compliance implications of initial options. Advise on Gateway risks.

1D-18. Programme Risks

Role	Duties
CL	Identify risks to programme associated with creative review, heritage consultation and donor engagement.
DL	Lead programme risk workshops. Record design-related programme risks and mitigation strategies.
AD	Record architectural production risks (resourcing, survey data, information dependencies).
DLv	Identify risks linked to prototypes, site logistics and buildability constraints.
PD (CDM 2015)	Record programme risks linked to CDM obligations (e.g. timing of risk workshops, PCI updates).
PD (BSA 2022)	Record programme risks linked to Gateway submission dates and compliance evidence preparation.

1D-19. Design Vision

Role	Duties
CL	Articulate the creative and heritage design vision. Produce narrative and presentation material.
DL	Ensure the design vision is embedded in coordination, statutory strategies and consultant briefing.
AD	Translate design vision into drawings, models and early design concepts.
DLv	Confirm design vision is deliverable through construction methods and sequencing.
PD (CDM 2015)	Highlight any safety risks inherent in the design vision. Record in PCI.
PD (BSA 2022)	Ensure design vision aligns with Building Regulations requirements and Gateway pathway.

1D-20. Initial Technical Strategies

Role	Duties
CL	Review technical strategies to confirm alignment with design vision and heritage objectives.
DL	Coordinate development of outline technical strategies with consultants (MEP,

	fire, structural).
AD	Incorporate outline technical strategies into architectural layouts and reports.
DLv	Review strategies for buildability and sequencing implications.
PD (CDM 2015)	Identify safety risks arising from outline strategies. Record in PCI.
PD (BSA 2022)	Confirm outline strategies align with Building Regulations. Record evidence in golden thread.

1D-21. Sustainability & Carbon Targets

Role	Duties
CL	Confirm sustainability targets reflect design intent and heritage context.
DL	Coordinate carbon reduction targets with sustainability consultants. Ensure alignment with Client objectives.
AD	Integrate carbon targets into architectural design decisions and specifications.
DLv	Confirm carbon measures are achievable through construction methodology and supply chain.
PD (CDM 2015)	Identify H&S implications of sustainability measures (e.g. materials handling).
PD (BSA 2022)	Confirm sustainability and carbon targets are reflected in Gateway submissions and golden thread evidence.

1D-22. Utility Providers – Initial Liaison & Requirements

Role	Duties
CL	Review infrastructure proposals to ensure minimal impact on heritage and design quality.
DL	Lead and coordinate engagement with utility providers. Confirm deliverables, roles and timescales.
AD	Record provisional intake, riser and plant space requirements in architectural layouts/BIM. Provide diagrams to support feasibility and cost studies.
DLv	Review proposed utility diversions and intake strategies for buildability and sequencing practicality.
PD (CDM 2015)	Record H&S implications of diversions and utility works in PCI.
PD (BSA 2022)	Confirm utility strategies support Building Regulations compliance. Upload into golden thread.

1D-23. Initial H&S File Setup

Role	Duties
CL	Identify any creative or bespoke design features requiring long-term maintenance consideration.
DL	Coordinate baseline H&S inputs from consultants into the File.
AD	Provide architectural survey data, layouts and hazard records.
DLv	Provide sequencing, buildability and access considerations for construction phase.
PD (CDM 2015)	Establish and own the H&S File structure. Populate with PCI and update procedure.
PD (BSA 2022)	Ensure H&S File aligns with golden thread and includes compliance datasets for Gateways.

STAGE 2 – CONCEPT DESIGN

2D-1. Review Client Brief

Role	Duties
CL	Review the Client Brief against creative and heritage objectives. Advise on refinements needed to protect design quality.
DL	Coordinate consultant reviews of the Client Brief. Confirm statutory, compliance and technical requirements are included.
AD	Test the Client Brief against architectural layouts, schedules and feasibility studies. Provide recommendations for adjustments.
DLv	Review Client Brief for delivery feasibility, including buildability and sequencing.
PD (CDM 2015)	Confirm the Client Brief addresses health and safety duties under CDM. Record in PCI.
PD (BSA 2022)	Confirm the Client Brief reflects Building Regulations requirements and Gateway obligations.

2D-2. Site Analysis

Role	Duties
CL	Review site analysis for heritage setting, cultural context and creative opportunities.
DL	Coordinate site analysis across consultants. Ensure outputs inform statutory and compliance pathways.
AD	Prepare site drawings, context models and diagrams. Analyse constraints and opportunities.
DLv	Assess site access, logistics and sequencing issues relevant to architectural delivery.
PD (CDM 2015)	Record site hazards and residual risks in PCI.
PD (BSA 2022)	Confirm site analysis supports compliance evidence (fire, accessibility, structure) for Gateways.

2D-3. Survey Updates and Integration

Role	Duties
CL	Review survey findings where they affect heritage or design vision (e.g. archaeological constraints, existing building fabric).
DL	Coordinate receipt and review of survey outputs. Confirm implications for statutory compliance and planning. Advise Client if further surveys are required.
AD	Incorporate survey data (measured surveys, utilities, ecology, acoustics, daylight, fire, sustainability) into design models, drawings and schedules.
DLv	Review survey findings for buildability, logistics and construction sequencing implications.
PD (CDM 2015)	Assess survey outputs for health and safety risks (e.g. asbestos, contamination, structural defects). Update PCI and risk register.
PD (BSA 2022)	Confirm survey outputs support Building Regulations compliance. Upload survey evidence into golden thread and Gateway submissions.

2D-4. Contractor Design Portion (CDP) Identification

Role	Duties
CL	Highlight design elements where contractor input may affect creative or heritage outcomes. Confirm principles to safeguard design vision.
DL	Identify potential CDP elements at concept stage. Advise Client on allocation of design responsibilities and implications for procurement strategy.
AD	Record potential CDP elements in drawings, schedules, and models. Provide outline performance specifications where appropriate.
DLv	Advise on buildability, logistics and sequencing factors that may drive allocation of elements to CDP.
PD (CDM 2015)	Identify health and safety risks linked to proposed CDP elements. Record in PCI.
PD (BSA 2022)	Confirm early CDP allocation does not compromise Building Regulations compliance. Record in golden thread and Gateway 1 evidence.

2D-5. Statutory Context Review

Role	Duties
CL	Review statutory requirements for impact on creative and heritage vision.
DL	Lead review of statutory context (planning policy, Building Regulations, heritage consents).
AD	Prepare architectural drawings and narratives demonstrating compliance with statutory context.
DLv	Assess statutory context for buildability and delivery implications.
PD (CDM 2015)	Record statutory H&S requirements in PCI.
PD (BSA 2022)	Confirm statutory context aligns with Building Regulations pathway and Gateway process.

2D-6. Listed Building Consent

Role	Duties
CL	Lead narrative on heritage significance for Listed Building Consent.
DL	Coordinate preparation of LBC documentation with heritage consultants.
AD	Provide architectural drawings, schedules and heritage diagrams for submission.
DLv	Confirm LBC proposals are feasible to deliver in construction.
PD (CDM 2015)	Record LBC risks in PCI.
PD (BSA 2022)	Ensure LBC evidence aligns with Building Regulations compliance and Gateway pathway.

2D-7. Statutory Consultee Engagement

Role	Duties
CL	Present creative and heritage vision to consultees (Historic England, fire, highways, conservation).
DL	Coordinate statutory consultee meetings and responses.
AD	Provide supporting drawings, diagrams and visuals.
DLv	Confirm consultee requirements are practical in delivery terms.

PD (CDM 2015)	Record H&S implications raised by consultees. Update PCI.
PD (BSA 2022)	Confirm consultee outcomes are logged into golden thread and Gateway submissions.

2D-8. EIA / Heritage Impact Assessments (if applicable)

Role	Duties
CL	Contribute creative and heritage inputs to EIA/Heritage Impact documents.
DL	Coordinate EIA/Heritage assessments with consultants. Ensure planning requirements are met.
AD	Provide architectural content (drawings, models, schedules).
DLv	Confirm assessed mitigation measures are feasible for construction.
PD (CDM 2015)	Record risks identified in EIA/Heritage assessments.
PD (BSA 2022)	Confirm assessments align with compliance evidence. Upload to golden thread.

2D-9. Planning Strategy

Role	Duties
CL	Confirm planning strategy reflects creative and heritage objectives.
DL	Lead preparation of Concept Stage planning strategy. Engage with planning authority as required.
AD	Prepare architectural information (drawings, massing, visuals) to support planning strategy.
DLv	Review planning strategy for impacts on buildability and delivery.
PD (CDM 2015)	Identify planning risks that affect safety. Record in PCI.
PD (BSA 2022)	Confirm planning strategy aligns with Gateway 1 requirements. Ensure compliance evidence is included in golden thread.

2D-10. Concept Design Options

Role	Duties
CL	Develop creative and heritage-led concept design options.
DL	Coordinate consultant input into concept options. Ensure options meet statutory and compliance requirements.
AD	Prepare drawings, models and visualisations for concept design options.
DLv	Review concept options for buildability, sequencing and delivery implications.
PD (CDM 2015)	Identify and record design risks in concept options. Update PCI accordingly.
PD (BSA 2022)	Assess concept options for Building Regulations compliance. Identify Gateway risks.

2D-11. Concept Design Selection

Role	Duties
CL	Recommend preferred concept option based on creative and heritage quality. Present to Client/stakeholders.
DL	Lead evaluation and selection of preferred concept. Confirm statutory and compliance suitability.
AD	Provide supporting drawings, visuals and schedules for decision-making.
DLv	Advise on buildability, sequencing and delivery implications of the preferred

	option.
PD (CDM 2015)	Confirm risks associated with the preferred option. Record mitigation in PCI.
PD (BSA 2022)	Confirm preferred option aligns with Building Regulations pathway. Record compliance evidence for Gateway.

2D-12. Spatial Strategies

Role	Duties
CL	Shape spatial strategies to safeguard heritage values and creative vision.
DL	Coordinate spatial strategies with consultants to ensure statutory and technical compliance.
AD	Prepare spatial layouts, diagrams and models. Cross-check against brief and feasibility outputs.
DLv	Review spatial strategies for buildability, logistics and sequencing practicality.
PD (CDM 2015)	Identify health and safety implications of spatial layouts. Record in PCI.
PD (BSA 2022)	Confirm spatial strategies support Building Regulations compliance (fire, accessibility).

2D-13. Massing Studies

Role	Duties
CL	Direct massing studies to safeguard creative vision and heritage context.
DL	Coordinate massing studies with consultants. Ensure compliance with planning, daylight/sunlight and other statutory requirements.
AD	Produce architectural models, diagrams and drawings for massing options.
DLv	Assess massing options for construction feasibility, logistics and sequencing.
PD (CDM 2015)	Identify health and safety implications of massing (e.g. site access, safe construction methods). Record in PCI.
PD (BSA 2022)	Confirm massing complies with Building Regulations (daylight, fire separation, accessibility). Upload evidence into golden thread.

2D-14. Design Principles

Role	Duties
CL	Define design principles that safeguard heritage, aesthetics and creative intent.
DL	Coordinate adoption of design principles across all disciplines. Ensure statutory and compliance alignment.
AD	Apply design principles within drawings, models and reports. Maintain consistency across outputs.
DLv	Confirm design principles are achievable through construction methodology and sequencing.
PD (CDM 2015)	Assess design principles for health and safety risks. Record in PCI.
PD (BSA 2022)	Confirm design principles embed Building Regulations compliance. Maintain evidence for Gateway submissions.

2D-15. Concept Design Outputs

Role	Duties
CL	Provide narrative, visuals and presentation material that communicate the creative vision.
DL	Coordinate production of concept design outputs for Client and statutory purposes. Ensure completeness and compliance.
AD	Produce drawings, models, visualisations, schedules and reports. Maintain issue records.
DLv	Contribute buildability notes, logistics diagrams and sequencing commentary.
PD (CDM 2015)	Provide PCI updates and risk assessments as part of concept design outputs.
PD (BSA 2022)	Provide compliance documentation for Gateway 1 (if applicable). Ensure outputs are uploaded to golden thread.

2D-16. Outline Structural Strategy

Role	Duties
CL	Review outline structural approach for impact on creative vision and heritage.
DL	Coordinate structural strategy development. Ensure alignment with statutory requirements.
AD	Integrate structural layouts into architectural drawings and models.
DLv	Assess structural strategy for buildability and sequencing feasibility.
PD (CDM 2015)	Record safety risks associated with structural strategies in PCI.
PD (BSA 2022)	Confirm structural strategy supports Building Regulations compliance. Upload evidence into golden thread.

2D-17. Outline Building Services Strategy

Role	Duties
CL	Review outline MEP strategies for impact on creative vision and spatial quality.
DL	Coordinate outline building services strategy with consultants. Ensure statutory and compliance pathways are clear.
AD	Integrate outline MEP requirements (plant, risers, distribution) into architectural layouts and models.
DLv	Assess outline MEP strategy for delivery feasibility and maintenance access.
PD (CDM 2015)	Record MEP-related design risks in PCI (e.g. access, maintenance).
PD (BSA 2022)	Confirm outline MEP strategy supports Building Regulations compliance (fire, ventilation, energy). Record in golden thread.

2D-18. Outline Fire Strategy

Role	Duties
CL	Ensure outline fire strategy supports creative and heritage design objectives.
DL	Coordinate outline fire strategy with consultants and statutory requirements.
AD	Incorporate outline fire strategy principles into layouts and drawings.
DLv	Review fire strategy for construction feasibility and safe delivery sequencing.
PD (CDM 2015)	Ensure outline fire strategy captures construction and maintenance safety risks.
PD (BSA 2022)	Confirm outline fire strategy supports Building Regulations compliance.

Provide Gateway evidence as required.

2D-19. Outline Access Strategy

Role	Duties
CL	Ensure access strategy promotes inclusivity while safeguarding creative and heritage values.
DL	Coordinate outline access strategy with consultants. Ensure statutory compliance with accessibility regulations.
AD	Integrate access strategy (entrances, circulation, lifts) into layouts and drawings.
DLv	Confirm access strategy is deliverable through construction and practical for long-term use.
PD (CDM 2015)	Record access risks (temporary and permanent) in PCI.
PD (BSA 2022)	Confirm outline access strategy complies with Building Regulations (Part M). Upload into golden thread.

2D-20. Outline Sustainability Strategy

Role	Duties
CL	Review sustainability strategy to confirm compatibility with creative and heritage design values.
DL	Coordinate outline sustainability strategy with consultants and statutory requirements.
AD	Incorporate sustainability measures (orientation, envelope design, material choices) into drawings/models.
DLv	Review sustainability strategy for construction feasibility and maintenance.
PD (CDM 2015)	Record risks linked to sustainability measures (e.g. installation/maintenance of specialist systems).
PD (BSA 2022)	Confirm outline sustainability strategy aligns with Building Regulations compliance and Gateway evidence.

2D-21. Outline Fire & Life Safety Strategy

Role	Duties
CL	Ensure fire and life safety strategy does not compromise creative or heritage intent.
DL	Coordinate outline fire & life safety strategy with consultants and authorities.
AD	Apply fire/life safety principles in layouts (escape routes, compartmentation).
DLv	Review feasibility of implementing fire/life safety strategy in construction and delivery.
PD (CDM 2015)	Record safety-critical elements in PCI.
PD (BSA 2022)	Confirm fire/life safety strategy complies with Building Regulations. Provide Gateway evidence as required.

2D-22. Concept Design Report

Role	Duties
CL	Contribute narrative sections, visuals and heritage/creative commentary.
DL	Lead preparation of Concept Design Report. Ensure statutory and compliance requirements are addressed.
AD	Compile architectural drawings, schedules, models and appendices.
DLv	Provide delivery input (buildability notes, sequencing commentary).

PD (CDM 2015)	Contribute PCI updates and design risk assessments to report.
PD (BSA 2022)	Contribute Building Regulations compliance summary and Gateway evidence.

2D-23. Design Risk Register

Role	Duties
CL	Record risks affecting creative and heritage quality at Concept Stage.
DL	Lead update of the Design Risk Register throughout Concept Stage, including Concept Review. Coordinate mitigation actions with consultants.
AD	Record architectural risks and mitigation proposals in the register; update following Concept Review.
DLv	Record risks linked to buildability, logistics, and delivery; update after Concept Review.
PD (CDM 2015)	Maintain PCI and update Design Risk Register with safety risks. Ensure Concept Review risks are added to PCI and H&S File.
PD (BSA 2022)	Record Building Regulations compliance risks. Ensure Concept Review risks are captured in golden thread and Gateway documentation.

2D-24. Health & Safety File

Role	Duties
CL	Identify creative or heritage features requiring special maintenance or operational safety consideration.
DL	Coordinate consultant inputs and updates to the H&S File during Concept Stage and Concept Review.
AD	Provide architectural layouts, materials, and access strategies to support H&S File updates.
DLv	Provide sequencing, buildability, and logistics information for File updates.
PD (CDM 2015)	Update H&S File and PCI with Concept Stage information, including Concept Review outputs.
PD (BSA 2022)	Ensure H&S File aligns with golden thread and includes Gateway evidence. Upload Concept Stage and Concept Review updates.

2D-25. Stakeholder Consultation

Role	Duties
CL	Lead presentation of design vision, creative narrative and heritage response in stakeholder forums.
DL	Coordinate stakeholder consultation process. Ensure feedback is captured, assessed and integrated.
AD	Prepare drawings, visuals and reports to support stakeholder consultation. Record feedback relevant to architectural design.
DLv	Assess stakeholder feedback for buildability and delivery implications.
PD (CDM 2015)	Record stakeholder concerns that relate to health and safety. Update PCI accordingly.
PD (BSA 2022)	Record stakeholder inputs affecting Building Regulations compliance. Ensure evidence is logged in golden thread.

2D-27. Value Management

Role	Duties
CL	Ensure value management proposals protect creative and heritage intent.
DL	Lead Concept Stage value management exercises. Balance cost, compliance and design quality.
AD	Provide alternative layouts, material options and data to support value management.
DLv	Assess value management options for buildability and delivery feasibility.
PD (CDM 2015)	Review value options for safety implications. Update PCI.
PD (BSA 2022)	Confirm value options maintain Building Regulations compliance. Record in golden thread.

2D-26. Concept Stage Deliverables

Role	Duties
CL	Provide narrative, visuals and creative/heritage commentary.
DL	Coordinate delivery of Concept Stage outputs. Confirm deliverables meet Client and statutory requirements.
AD	Produce architectural drawings, models, schedules, visuals and reports for Concept Stage.
DLv	Provide deliverables relating to buildability, sequencing and prototypes.
PD (CDM 2015)	Provide PCI updates and H&S information as part of Concept Stage deliverables.
PD (BSA 2022)	Provide compliance documentation, Gateway evidence and golden thread uploads for Concept Stage.

2D-28. End-of-Stage Design Report

Role	Duties
CL	Provide creative and heritage narrative sections for end-of-stage report. Confirm design vision and curatorial objectives are safeguarded.
DL	Lead preparation of end-of-stage report. Summarise design development, coordination, statutory pathway and compliance status.
AD	Compile architectural deliverables (drawings, schedules, models, specifications) for inclusion in report.
DLv	Provide buildability, sequencing and logistics commentary for report.
PD (CDM 2015)	Provide updates to design risk register, PCI extracts and H&S File for inclusion.
PD (BSA 2022)	Provide Building Regulations compliance schedule, Gateway evidence and golden thread status.

2D-29. End-of-Stage Approval

Role	Duties
CL	Confirm Client approval safeguards design vision and heritage priorities.
DL	Coordinate stage approval process with Client and statutory bodies. Record formal sign-off.
AD	Update architectural deliverables to reflect agreed approval. Maintain document control.
DLv	Confirm approved design is buildable and consistent with sequencing requirements.

PD (CDM 2015)	Ensure approval reflects CDM duties. Record residual risks for next stage.
PD (BSA 2022)	Ensure approval confirms compliance with Building Regulations and Gateway requirements. Upload to golden thread.

DRAFT

STAGE 3 – SPATIAL COORDINATION

3D-1. Developed Client Brief

Role	Duties
CL	Review Developed Client Brief to confirm it safeguards creative vision and heritage values.
DL	Coordinate development of the Client Brief with consultants. Confirm statutory and compliance requirements are incorporated.
AD	Translate Developed Client Brief into architectural layouts, schedules and models.
DLv	Review Developed Client Brief for deliverability, buildability and sequencing implications.
PD (CDM 2015)	Ensure Developed Client Brief reflects CDM duties. Record in PCI.
PD (BSA 2022)	Ensure Developed Client Brief aligns with Building Regulations requirements and Gateway pathway.

3D-2. Spatial Coordination of Layouts

Role	Duties
CL	Review coordinated layouts to ensure creative and heritage quality is preserved.
DL	Lead coordination of layouts across disciplines. Resolve statutory and compliance issues.
AD	Prepare architectural layouts/models that integrate consultant inputs.
DLv	Review coordinated layouts for buildability, logistics and sequencing.
PD (CDM 2015)	Identify H&S issues arising from coordinated layouts. Record in PCI.
PD (BSA 2022)	Confirm coordinated layouts achieve Building Regulations compliance. Upload evidence to golden thread.

3D-3. Setting Out Dimensions

Role	Duties
CL	Review dimensional strategies for heritage alignments, visual axes and proportions.
DL	Coordinate dimensional control across consultants. Ensure tolerances and grids align with statutory/planning parameters.
AD	Establish setting-out grids, levels and datums in BIM/drawings. Confirm consistency across architectural, structural and MEP layouts.
DLv	Confirm dimensional proposals allow for buildability, realistic tolerances and safe sequencing.
PD (CDM 2015)	Ensure setting-out reflects safe construction tolerances and access. Record in PCI.
PD (BSA 2022)	Verify dimensional control supports Building Regulations compliance (fire widths, accessibility). Upload evidence in golden thread.

3D-4. Statutory Compliance Review

Role	Duties
CL	Confirm statutory compliance does not compromise heritage or creative vision.
DL	Lead statutory compliance review across disciplines.

	Coordinate responses to authority comments.
AD	Provide architectural drawings and compliance schedules. Record evidence in reports.
DLv	Review statutory compliance implications for buildability and site sequencing.
PD (CDM 2015)	Record statutory H&S requirements in PCI and ensure design reflects safe construction/operation.
PD (BSA 2022)	Confirm statutory compliance evidence aligns with Gateway requirements. Maintain golden thread records.

3D-5. Building Regulations Compliance Schedule

Role	Duties
CL	Ensure compliance schedule maintains design and heritage quality.
DL	Lead preparation and coordination of Building Regulations compliance schedule (Parts B, M, L, O, F etc.).
AD	Provide architectural data for compliance schedules.
DLv	Confirm measures in schedule are practical in delivery.
PD (CDM 2015)	Record compliance-related safety risks in PCI.
PD (BSA 2022)	Maintain compliance schedule as part of golden thread and Gateway submissions.

3D-6. Fire Statement (Planning Requirement)

Role	Duties
CL	Endorse fire statement to ensure it reflects creative and heritage priorities.
DL	Coordinate fire statement preparation with fire engineers. Submit to planning authority.
AD	Provide supporting layouts, schedules and visuals.
DLv	Confirm fire statement measures are deliverable on site.
PD (CDM 2015)	Record fire-related design risks in PCI.
PD (BSA 2022)	Ensure fire statement aligns with Building Regulations and Gateway submissions.

3D-7. Statutory & Planning Engagement

Role	Duties
CL	Present heritage and design vision to statutory authorities and planning consultees.
DL	Lead statutory engagement meetings and planning consultations. Coordinate consultant responses and ensure compliance.
AD	Provide drawings, visuals, massing studies, and supporting documentation for statutory and planning discussions.
DLv	Assess statutory authority and planning consultation requirements for buildability and sequencing implications.
PD (CDM 2015)	Ensure statutory and planning engagement addresses CDM compliance and residual risks. Record safety-related outcomes in PCI.
PD (BSA 2022)	Confirm statutory and planning engagement outputs align with Gateway requirements. Upload outcomes into golden thread.

3D-8. Technical Strategies

Role	Duties
CL	Review coordinated technical strategies for consistency with creative/heritage objectives.
DL	Coordinate technical strategies (MEP, structural, fire, sustainability) at spatial coordination stage.
AD	Integrate coordinated technical strategies into architectural layouts and BIM.
DLv	Confirm coordinated strategies are deliverable on site and reflect sequencing constraints.
PD (CDM 2015)	Record risks from technical strategies. Update PCI accordingly.
PD (BSA 2022)	Confirm technical strategies achieve Building Regulations compliance. Upload evidence into golden thread.

3D-9. Sustainability Strategy

Role	Duties
CL	Confirm sustainability measures remain aligned with creative vision and heritage values.
DL	Coordinate sustainability measures with consultants. Ensure statutory alignment.
AD	Develop sustainability measures into architectural drawings, details and models.
DLv	Confirm sustainability measures are practical in construction and long-term operation.
PD (CDM 2015)	Record risks associated with sustainability measures in PCI.
PD (BSA 2022)	Confirm sustainability measures align with Building Regulations and Gateway evidence.

3D-10. Fire & Life Safety Strategy

Role	Duties
CL	Confirm fire and life safety strategies preserve heritage value and creative vision.
DL	Coordinate fire and life safety strategy with consultants and statutory authorities.
AD	Incorporate fire and life safety provisions into layouts, models and specifications.
DLv	Confirm strategy is deliverable in construction sequencing and safe for operation.
PD (CDM 2015)	Ensure fire and life safety measures address construction/maintenance risks. Record in PCI.
PD (BSA 2022)	Confirm strategy aligns with Building Regulations. Provide Gateway compliance evidence.

3D-11. Outline Access Strategy

Role	Duties
CL	Ensure access provisions maintain inclusivity without compromising heritage or creative vision.
DL	Coordinate access provisions across consultants. Confirm compliance with accessibility regulations.

AD	Develop access layouts (entrances, circulation, lifts) in drawings and BIM.
DLv	Confirm access provisions are deliverable through construction and safe for long-term use.
PD (CDM 2015)	Record access-related safety risks (temporary and permanent). Update PCI.
PD (BSA 2022)	Confirm access strategy complies with Building Regulations (Part M). Upload into golden thread.

3D-12. Coordination of Structural Layouts

Role	Duties
CL	Review structural layouts for impact on creative vision and heritage fabric.
DL	Coordinate spatial alignment of structural layouts with architectural and MEP design.
AD	Integrate structural layouts into drawings and BIM. Resolve clashes at coordination level.
DLv	Confirm structural layouts are deliverable on site and compatible with sequencing constraints.
PD (CDM 2015)	Record structural coordination risks in PCI.
PD (BSA 2022)	Confirm coordinated structural layouts support Building Regulations compliance. Upload into golden thread.

3D-13. Coordination of MEP Layouts

Role	Duties
CL	Review MEP layouts for impact on creative intent and heritage-sensitive spaces.
DL	Coordinate MEP layouts across disciplines. Ensure statutory and compliance issues are resolved.
AD	Integrate MEP layouts into architectural drawings and BIM. Ensure risers, plant and distribution are accommodated.
DLv	Confirm MEP layouts are deliverable through construction and allow safe maintenance access.
PD (CDM 2015)	Record risks associated with MEP coordination in PCI.
PD (BSA 2022)	Confirm MEP layouts align with Building Regulations (fire, ventilation, energy). Maintain golden thread evidence.

3D-14. Utility Providers – Liaison

Role	Duties
CL	Review utility coordination for impact on heritage and design quality.
DL	Coordinate final utility provider requirements at Spatial Coordination stage. Ensure responsibilities are confirmed.
AD	Update layouts and BIM with confirmed utility positions (risers, intakes, plant).
DLv	Confirm utility strategies are buildable and compatible with sequencing and construction logistics.
PD (CDM 2015)	Record H&S risks associated with utility coordination. Update PCI.
PD (BSA 2022)	Confirm final utility arrangements comply with Building Regulations. Upload evidence into golden thread.

3D-15. Coordination of Fire Strategy Layouts

Role	Duties
CL	Confirm fire layouts protect heritage and creative objectives.
DL	Coordinate fire strategy layouts with consultants and statutory authorities.
AD	Apply fire strategy layouts (escape routes, stair cores, fire doors) in architectural drawings.
DLv	Confirm fire layouts are deliverable in construction sequencing and safe in operation.
PD (CDM 2015)	Record fire strategy risks during design and construction in PCI.
PD (BSA 2022)	Confirm fire layouts achieve Building Regulations compliance. Upload evidence for Gateway.

3D-16. Coordination of Access Strategy Layouts

Role	Duties
CL	Review access layouts for inclusivity and design quality.
DL	Coordinate access layouts across disciplines to achieve statutory compliance.
AD	Produce access layouts in drawings/BIM (entrances, stairs, lifts, ramps).
DLv	Confirm access layouts are practical to deliver and safe to construct.
PD (CDM 2015)	Record risks associated with access layouts in PCI.
PD (BSA 2022)	Confirm access layouts comply with Building Regulations (Part M). Upload to golden thread.

3D-17. Coordination of Sustainability Measures

Role	Duties
CL	Review sustainability measures for compatibility with creative vision and heritage priorities.
DL	Coordinate integration of sustainability measures across disciplines. Ensure statutory alignment.
AD	Incorporate sustainability features (orientation, materials, passive design) into architectural layouts and BIM.
DLv	Confirm sustainability measures are practical for construction and operation.
PD (CDM 2015)	Record risks associated with sustainability measures (e.g. specialist materials, installation methods).
PD (BSA 2022)	Confirm sustainability measures comply with Building Regulations. Upload into golden thread.

3D-18. Coordination of Acoustics Strategy

Role	Duties
CL	Confirm acoustic strategies support creative vision and heritage-sensitive requirements.
DL	Coordinate acoustic layouts with consultants. Ensure compliance with statutory and Client requirements.
AD	Integrate acoustic treatments into drawings, layouts and specifications.
DLv	Confirm acoustic provisions are practical to deliver on site.
PD (CDM 2015)	Identify risks from acoustic treatments (installation/maintenance). Record in PCI.
PD (BSA 2022)	Confirm acoustic strategies comply with Building Regulations. Upload evidence into golden thread.

3D-19. Coordination of Digital / AV Strategies

Role	Duties
CL	Ensure digital/AV strategies enhance creative and curatorial objectives.
DL	Coordinate digital/AV layouts with consultants. Ensure statutory and operational compliance.
AD	Integrate AV requirements (racks, cabling, equipment locations) into layouts and BIM.
DLv	Confirm digital/AV provisions are deliverable during construction and operation.
PD (CDM 2015)	Record safety implications of AV systems (maintenance, access).
PD (BSA 2022)	Confirm digital/AV systems comply with Building Regulations. Upload to golden thread.

3D-20. Design Risk Register

Role	Duties
CL	Record risks to design vision and heritage arising during Spatial Coordination.
DL	Lead updates to the design risk register. Coordinate mitigation strategies with consultants.
AD	Update architectural risks and mitigation measures. Ensure record is accurate and current.
DLv	Record risks relating to buildability, sequencing and site logistics.
PD (CDM 2015)	Update PCI and H&S File with Spatial Coordination risks.
PD (BSA 2022)	Record Building Regulations compliance risks in golden thread. Ensure mitigation is tracked.

3D-21. Health & Safety File – Updating

Role	Duties
CL	Identify creative or heritage features requiring special maintenance or safety provision.
DL	Coordinate consultant inputs for updates to H&S File at Spatial Coordination stage.
AD	Provide architectural information (layouts, materials, circulation) for H&S File.
DLv	Provide buildability and sequencing updates for H&S File.
PD (CDM 2015)	Update PCI and H&S File with Spatial Coordination stage information.
PD (BSA 2022)	Ensure H&S File update aligns with golden thread and Gateway requirements. Upload evidence.

3D-22. Use, Cleaning, Maintenance and Future Adaptability

Role	Duties
CL	Confirm that cleaning/maintenance strategies preserve heritage and creative qualities.
DL	Coordinate design strategies for safe use, cleaning, maintenance and adaptability.
AD	Develop layouts and details that support ease of maintenance and adaptability.
DLv	Review maintenance strategies for practicality in delivery and operation.
PD (CDM 2015)	Record risks linked to use and maintenance in PCI/H&S File.
PD (BSA 2022)	Ensure strategies comply with Building Regulations for operation and

maintenance.
Upload evidence in golden thread.

3D-23. Survey Validation and Additional Investigations

Role	Duties
CL	Review additional survey requirements where they affect heritage or design vision. Confirm heritage survey outputs are consistent with curatorial objectives.
DL	Identify and coordinate any further surveys or investigations required to validate design assumptions (e.g. ground investigations, utilities, existing building fabric). Ensure procurement of supplementary surveys is managed and outputs are integrated.
AD	Provide detailed scopes for supplementary surveys (e.g. acoustic, daylight/sunlight, fire safety, environmental). Incorporate validated data into drawings, BIM, and specifications.
DLv	Review survey findings for buildability, logistics and construction sequencing impacts. Confirm late survey outcomes do not compromise delivery strategy.
PD (CDM 2015)	Assess late survey findings for health and safety risks (e.g. structural condition, asbestos, contamination). Update PCI and H&S File.
PD (BSA 2022)	Confirm survey updates support Building Regulations compliance. Ensure outputs are uploaded into golden thread and contribute to Gateway 2 evidence.

3D-24. Schedules of Floor Areas – Updating

Role	Duties
CL	Review schedules of floor areas against creative and curatorial requirements.
DL	Coordinate updates to schedules of floor areas across consultants. Confirm alignment with brief and statutory benchmarks.
AD	Update schedules of floor areas (GIA, NIA, departmental allocations). Ensure consistency with coordinated layouts.
DLv	Confirm updated floor areas remain practical for construction and sequencing.
PD (CDM 2015)	Check schedules for H&S implications (escape, circulation). Record in PCI.
PD (BSA 2022)	Confirm updated floor areas remain compliant with Building Regulations. Upload into golden thread.

3D-25. Prototypes, Samples and Mock-ups

Role	Duties
CL	Review prototypes, samples and mock-ups for alignment with creative and heritage vision.
DL	Coordinate preparation, review and approval process. Ensure compliance with design standards.
AD	Provide architectural drawings and specifications required for prototypes and samples. Record outcomes in design documents.
DLv	Review prototypes and samples for buildability and delivery feasibility.

PD (CDM 2015)	Assess prototypes and samples for safety risks. Record findings in PCI/H&S File.
PD (BSA 2022)	Confirm prototypes and samples support Building Regulations compliance. Upload evidence into golden thread.

3D-26. Value Management

Role	Duties
CL	Safeguard creative and heritage intent during value management exercises.
DL	Lead value management process at Spatial Coordination stage. Balance cost, compliance and quality.
AD	Provide alternative architectural options, material substitutions and data for value assessments.
DLv	Review value management options for feasibility and delivery risks.
PD (CDM 2015)	Assess safety implications of value management proposals. Record in PCI.
PD (BSA 2022)	Confirm value management proposals maintain Building Regulations compliance. Upload evidence in golden thread.

3D-27. Spatial Coordination Deliverables

Role	Duties
CL	Provide narratives and visuals confirming coordinated design protects creative vision, heritage priorities, and curatorial objectives.
DL	Coordinate preparation and issue of the complete Stage 3 Spatial Coordination package. Confirm completeness, statutory pathway alignment, and readiness for Technical Design.
AD	Produce and collate architectural outputs: coordinated drawings, BIM models, schedules, specifications, and area data. Maintain document control.
DLv	Provide supporting information on buildability, logistics, sequencing, and coordinated design feasibility.
PD (CDM 2015)	Deliver updated design risk register, PCI extracts, and H&S File contributions. Confirm outputs reflect CDM duties.
PD (BSA 2022)	Deliver updated Building Regulations compliance schedule, Gateway 2 preparation evidence, and golden thread documentation.

3D-27. End-of-Stage Report

Role	Duties
CL	Provide creative and heritage commentary, confirming coordinated design reflects curatorial and cultural priorities.
DL	Lead preparation of report summarising coordinated design development, consultant inputs, statutory engagement, planning consultation, and compliance status.
AD	Compile architectural outputs (drawings, models, schedules, specifications) for inclusion in report.
DLv	Provide buildability and sequencing review, highlighting any risks or constraints emerging from coordinated design.
PD (CDM 2015)	Provide updated design risk register, PCI extracts, and revised H&S File inputs.

PD (BSA 2022)	Provide Building Regulations compliance summary, Gateway 2 preparation updates, and golden thread status.
----------------------	---

3D-28. End-of-Stage Approval

Role	Duties
CL	Confirm Client approval safeguards design vision, heritage integrity, and statutory commitments.
DL	Coordinate Client and statutory body approvals. Record formal sign-off of coordinated design.
AD	Update architectural deliverables to reflect approvals. Maintain document control.
DLv	Confirm approved coordinated design is buildable, sequenced appropriately, and safe.
PD (CDM 2015)	Ensure approval reflects CDM duties. Record residual risks for Stage 4.
PD (BSA 2022)	Confirm approval demonstrates compliance with Building Regulations and Gateway 2 requirements. Upload evidence to golden thread.

STAGE 4 – TECHNICAL DESIGN

4D-1. Developed Design Report

Role	Duties
CL	Provide narrative on how developed design maintains creative and heritage vision.
DL	Lead preparation of Developed Design Report. Ensure statutory, compliance and coordination issues are addressed.
AD	Compile architectural drawings, models, schedules and specifications for the report.
DLv	Contribute buildability and delivery commentary to Developed Design Report.
PD (CDM 2015)	Provide design risk updates and PCI extracts for inclusion in report.
PD (BSA 2022)	Provide Building Regulations compliance summary and Gateway evidence. Upload to golden thread.

4D-2. Coordination of Technical Design

Role	Duties
CL	Review coordinated technical design to ensure preservation of creative and heritage quality.
DL	Lead coordination of technical design outputs across all consultants. Resolve compliance issues.
AD	Develop coordinated technical drawings, models and specifications.
DLv	Review technical design for buildability and sequencing feasibility.
PD (CDM 2015)	Record safety risks identified during technical coordination. Update PCI.
PD (BSA 2022)	Confirm coordinated technical design complies with Building Regulations. Record in golden thread.

4D-3. Setting Out Verification

Role	Duties
CL	Review setting-out to safeguard key visual axes and heritage alignments.
DL	Coordinate dimensional verification across disciplines. Ensure setting-out aligns with statutory and planning approvals.
AD	Produce setting-out drawings, grids, levels and datums. Verify accuracy in BIM models.
DLv	Confirm setting-out is practical for construction tolerances and sequencing.
PD (CDM 2015)	Verify setting-out allows safe construction and access. Record in PCI.
PD (BSA 2022)	Confirm setting-out supports Building Regulations compliance (escape widths, accessibility). Upload into golden thread.

4D-4. Statutory Compliance Review

Role	Duties
CL	Confirm statutory compliance does not compromise creative or heritage priorities.
DL	Lead statutory compliance review of technical design. Coordinate consultant responses.

AD	Provide drawings, compliance schedules and reports to demonstrate conformity.
DLv	Confirm statutory compliance solutions are achievable during delivery.
PD (CDM 2015)	Verify statutory compliance aligns with CDM requirements. Record in PCI.
PD (BSA 2022)	Confirm technical design satisfies Building Regulations and Gateway submissions. Upload evidence into golden thread.

4D-5. Gateway 2 Submission

Role	Duties
CL	Confirm Gateway 2 submission maintains heritage and design vision.
DL	Lead architectural input into Gateway 2 submission to Building Safety Regulator.
AD	Provide drawings, models, specs and schedules required for submission.
DLv	Confirm Gateway 2 proposals are practical in delivery terms.
PD (CDM 2015)	Ensure Gateway 2 submission includes PCI and residual risk register.
PD (BSA 2022)	Confirm all duty holder and compliance evidence is included in Gateway 2 submission.

4D-6. Statutory Approvals

Role	Duties
CL	Review statutory approval submissions to safeguard creative and heritage quality.
DL	Lead preparation and coordination of statutory approvals at Technical Stage. Liaise with authorities.
AD	Provide architectural drawings, models and documents required for statutory approvals.
DLv	Assess statutory approval conditions for impact on buildability and delivery.
PD (CDM 2015)	Ensure statutory submissions reflect CDM duties and residual risks.
PD (BSA 2022)	Ensure statutory approvals meet Building Regulations compliance. Provide Gateway submission evidence.

4D-7. Planning Consultation & Statutory Engagement

Role	Duties
CL	Present design intent to planning consultees and statutory authorities, safeguarding creative and heritage objectives.
DL	Lead and coordinate planning consultations and statutory authority engagement. Prepare responses and secure approvals as required.
AD	Provide coordinated drawings, visuals, specifications, and supporting material for consultation and authority engagement.
DLv	Advise on buildability, sequencing, and logistics implications of statutory or planning conditions.
PD (CDM 2015)	Ensure planning and statutory submissions reflect health and safety duties. Record relevant residual risks.
PD (BSA 2022)	Confirm planning and statutory engagement outputs meet Gateway 2 requirements. Upload evidence to golden thread.

4D-8. Coordination of Structural Design

Role	Duties
CL	Review structural design to ensure it supports creative and heritage intent.
DL	Coordinate structural design with architectural and MEP requirements. Resolve compliance issues.
AD	Integrate structural design into drawings and BIM. Ensure layouts, tolerances and interfaces are correct.
DLv	Confirm structural design is practical to construct and sequenced appropriately.
PD (CDM 2015)	Record structural safety risks in PCI.
PD (BSA 2022)	Confirm structural design complies with Building Regulations. Upload evidence to golden thread.

4D-9. Coordination of MEP Design

Role	Duties
CL	Review MEP design for impact on architectural quality and heritage-sensitive areas.
DL	Coordinate MEP design across disciplines. Ensure statutory and compliance requirements are met.
AD	Integrate MEP requirements into architectural layouts, BIM and schedules.
DLv	Confirm MEP design can be delivered safely and efficiently during construction.
PD (CDM 2015)	Record MEP-related design risks (e.g. access, plant handling) in PCI.
PD (BSA 2022)	Confirm MEP design complies with Building Regulations (fire, energy, ventilation). Upload to golden thread.

4D-10. Utility Providers – Technical Coordination

Role	Duties
CL	Review technical utility proposals for visual impact and heritage considerations.
DL	Coordinate final utility provider requirements at Technical Stage. Ensure responsibilities are confirmed and integrated.
AD	Update drawings and BIM with final utility intake, riser and plant positions.
DLv	Confirm utility strategies are feasible for construction sequencing and site logistics.
PD (CDM 2015)	Record technical utility risks in PCI. Update H&S File.
PD (BSA 2022)	Confirm utility proposals comply with Building Regulations. Upload to golden thread.

4D-11. Coordination of Fire & Life Safety Design

Role	Duties
CL	Review fire and life safety design for compatibility with creative and heritage priorities.
DL	Coordinate fire & life safety design with consultants and statutory authorities.
AD	Produce architectural layouts incorporating fire separation, escape routes, fire doors and compartmentation.

DLv	Confirm fire & life safety provisions can be delivered and maintained.
PD (CDM 2015)	Record safety risks associated with fire & life safety design. Update PCI.
PD (BSA 2022)	Confirm fire & life safety design complies with Building Regulations. Provide Gateway evidence.

4D-12. Coordination of Access Design

Role	Duties
CL	Ensure access design reflects inclusive design values and heritage quality.
DL	Coordinate access design across disciplines to ensure statutory compliance.
AD	Produce architectural drawings showing access provisions (ramps, lifts, stairs, circulation).
DLv	Confirm access provisions are practical in construction and operation.
PD (CDM 2015)	Record access-related risks in PCI.
PD (BSA 2022)	Confirm access design complies with Building Regulations (Part M). Upload evidence to golden thread.

4D-13. Coordination of Sustainability & Environmental Design

Role	Duties
CL	Confirm sustainability measures support creative vision and heritage context.
DL	Coordinate environmental and sustainability design with consultants. Ensure statutory alignment.
AD	Integrate sustainability requirements (daylighting, natural ventilation, materials) into drawings and BIM.
DLv	Confirm measures are practical for construction and long-term operation.
PD (CDM 2015)	Record H&S risks linked to sustainability measures.
PD (BSA 2022)	Confirm sustainability design complies with Building Regulations. Upload to golden thread.

4D-14. Technical Specifications

Role	Duties
CL	Review specifications for consistency with creative and heritage objectives.
DL	Coordinate technical specifications across disciplines. Ensure completeness and compliance.
AD	Prepare detailed architectural specifications. Integrate consultant inputs into coordinated schedules.
DLv	Review specifications for practicality, durability and delivery feasibility.
PD (CDM 2015)	Check specifications address health and safety considerations. Record in PCI.
PD (BSA 2022)	Confirm specifications incorporate Building Regulations compliance. Maintain evidence in golden thread.

4D-15. Room Data Sheets

Role	Duties
CL	Confirm room data reflects creative intent and heritage considerations.
DL	Coordinate room data sheets across consultants. Ensure statutory requirements are included.
AD	Produce architectural room data sheets (layouts, finishes, FF&E requirements).

DLv	Review room data for practicality in construction and sequencing.
PD (CDM 2015)	Record room-specific H&S risks in PCI.
PD (BSA 2022)	Confirm room data sheets support Building Regulations compliance. Upload to golden thread.

4D-16. Contractor Design Portion (CDP) Requirements

Role	Duties
CL	Confirm CDP elements do not compromise creative intent or heritage values. Provide design vision inputs to CDP scopes.
DL	Define and coordinate CDP requirements within the Employer's Requirements. Ensure allocation of design responsibility is clear and compliant with statutory duties.
AD	Prepare performance specifications, drawings and schedules identifying CDP elements. Integrate CDP interfaces into architectural design.
DLv	Review proposed CDP elements for buildability and sequencing implications. Advise on risk allocation between consultant and contractor design.
PD (CDM 2015)	Confirm CDP scopes address design risk management. Record in PCI and design risk register.
PD (BSA 2022)	Confirm CDP requirements maintain Building Regulations compliance. Ensure evidence forms part of Gateway 2 submission and golden thread.

4D-17. Prototypes, Samples and Mock-ups

Role	Duties
CL	Define quality, heritage, and design benchmarks to be demonstrated in prototypes, samples, and mock-ups.
DL	Specify and coordinate prototype, sample, and mock-up requirements during Technical Design. Ensure they are aligned with statutory and heritage requirements.
AD	Incorporate prototypes and sample specifications into drawings, schedules, and technical documents.
DLv	Confirm buildability, logistics, and sequencing feasibility of prototypes and mock-ups.
PD (CDM 2015)	Review prototypes and mock-ups for safety and maintenance implications. Record in PCI and H&S File.
PD (BSA 2022)	Ensure prototype and mock-up outputs form part of Gateway 2 evidence and golden thread submissions.

4D-18. Design Risk Register

Role	Duties
CL	Record risks to creative and heritage intent identified during Technical Stage.
DL	Lead updates to the design risk register. Coordinate mitigation measures across consultants.
AD	Update architectural risks and mitigation measures in the register.
DLv	Record risks linked to buildability and delivery.
PD (CDM 2015)	Maintain PCI and H&S File. Ensure Technical Stage risks are recorded.
PD (BSA 2022)	Record Building Regulations risks in golden thread.

Provide Gateway evidence as required.

4D-20. Health & Safety File – Updating

Role	Duties
CL	Identify design elements that may introduce operational or maintenance safety considerations.
DL	Coordinate consultant updates to the H&S File during Technical Stage.
AD	Provide architectural updates (layouts, specifications, access provisions).
DLv	Provide construction sequencing and buildability information for File update.
PD (CDM 2015)	Update H&S File and PCI with Technical Stage information.
PD (BSA 2022)	Ensure H&S File updates align with golden thread and Gateway compliance.

4D-21. Survey Validation & Additional Investigations

Role	Duties
DL	Confirm all Stage 3 surveys are validated. Commission additional investigations where required to resolve Technical Design queries.
AD	Incorporate validated survey information into design outputs. Identify any scope gaps.
DLv	Confirm constructability implications of survey findings.
PD (CDM 2015)	Ensure survey data is integrated into PCI.
PD (BSA 2022)	Record validated survey information into golden thread.

4D-22. Schedules of Floor Areas – Updating

Role	Duties
DL	Coordinate preparation of finalised floor area schedules. Confirm compliance with brief and statutory benchmarks.
AD	Update area schedules (GIA, NIA, departmental allocations) in drawings and BIM.
PD (CDM 2015)	Confirm schedules allow safe occupation and circulation.
PD (BSA 2022)	Confirm schedules align with Gateway 2 submission requirements.

4D-23. Use, Cleaning, Maintenance & Adaptability

Role	Duties
DL	Coordinate technical design resolution of use, cleaning, and maintenance strategies. Confirm adaptability is incorporated into design.
AD	Detail access, cleaning systems, replacement routes, and long-term maintenance measures in design documents.
DLv	Confirm construction sequencing accommodates maintenance strategies.
PD (CDM 2015)	Capture risks linked to use and maintenance in PCI and H&S File.
PD (BSA 2022)	Ensure cleaning and maintenance strategies are part of Gateway 2 evidence.

4D-24. Value Management

Role	Duties
CL	Safeguard creative and heritage values during Technical Stage value management.
DL	Lead value management process for technical solutions. Balance cost, quality and compliance.

AD	Provide detailed technical alternatives and architectural options for assessment.
DLv	Assess value management options for feasibility and delivery.
PD (CDM 2015)	Record health and safety implications of value engineering proposals.
PD (BSA 2022)	Confirm value management options maintain Building Regulations compliance. Record evidence in golden thread.

4D-25. Technical Design Deliverables

Role	Duties
CL	Provide narratives, visuals, and commentary confirming alignment with design vision and heritage priorities.
DL	Coordinate preparation and final issue of the complete Technical Design package. Confirm completeness, compliance with Client and statutory requirements, and readiness for procurement.
AD	Produce and collate the full suite of architectural outputs: drawings, BIM, specifications, schedules, room data sheets, and reports. Maintain document control.
DLv	Provide supporting deliverables on buildability, sequencing, logistics, and prototype requirements.
PD (CDM 2015)	Deliver PCI updates, risk register extracts, and H&S File additions. Confirm outputs reflect CDM duties.
PD (BSA 2022)	Deliver Building Regulations compliance schedules, Gateway 2 evidence, and golden thread documentation.

4D-27. End-of-Stage Report

Role	Duties
CL	Provide heritage/creative narrative confirming technical design safeguards curatorial and cultural priorities.
DL	Lead report summarising technical design outputs, specifications, schedules, statutory approvals, Gateway 2 submission, and compliance.
AD	Compile technical drawings, models, schedules, and room data sheets for inclusion in report.
DLv	Provide buildability and sequencing commentary confirming technical design can be delivered on site.
PD (CDM 2015)	Provide design risk register updates, PCI extracts, and construction-stage H&S information.
PD (BSA 2022)	Provide Gateway 2 evidence, Building Regulations compliance schedules, and golden thread update.

4D-28. End-of-Stage Approval

Role	Duties
CL	Confirm Client approval safeguards design vision and statutory heritage obligations.
DL	Coordinate formal sign-off of technical design with Client and statutory authorities.
AD	Update and freeze technical deliverables to reflect agreed approval. Maintain document control.

DLv	Confirm approved technical design is buildable, sequenced, and ready for construction procurement.
PD (CDM 2015)	Ensure approval reflects CDM duties and record risks for Stage 5.
PD (BSA 2022)	Confirm technical design approval demonstrates compliance with Building Regulations and Gateway 2. Upload evidence to golden thread.

DRAFT

STAGE 5 – MANUFACTURING & CONSTRUCTION

5D-1. Construction Documentation

Role	Duties
CL	Confirm construction documentation preserves creative and heritage intent.
DL	Coordinate issue of construction documentation. Ensure compliance with statutory and contract requirements.
AD	Produce construction-level drawings, specifications and schedules. Maintain updates during delivery.
DLv	Review construction documentation for buildability and sequencing practicality.
PD (CDM 2015)	Ensure construction documentation incorporates health and safety information. Update PCI.
PD (BSA 2022)	Confirm construction documentation complies with Building Regulations. Upload evidence into golden thread.

5D-2. Site Investigations and As-Built Verification Surveys

Role	Duties
CL	Review intrusive survey and verification outcomes where they affect heritage or creative vision. Confirm heritage features are protected.
DL	Coordinate architectural response to contractor-led site investigations and verification surveys. Ensure findings are integrated into design deliverables and contract administration processes.
AD	Update drawings, models and specifications to reflect verified survey data (e.g. existing structure, services, dimensions). Provide clarifications to contractor as required.
DLv	Review survey findings for implications on buildability, tolerances and construction sequencing.
PD (CDM 2015)	Record risks identified from intrusive surveys (e.g. asbestos, hidden defects, structural conditions). Update PCI and H&S File.
PD (BSA 2022)	Confirm survey and verification outputs support Building Regulations compliance. Upload evidence into golden thread and Gateway 3 submission.

5D-3. PCI Handover to Principal Contractor

Role	Duties
CL	Endorse PCI handover ensuring design quality context is preserved.
DL	Coordinate handover of PCI to Principal Contractor.
AD	Provide architectural PCI content (layouts, materials, risks).
DLv	Provide buildability and sequencing inputs to PCI handover.
PD (CDM 2015)	Deliver complete PCI to Principal Contractor at appointment.
PD (BSA 2022)	Confirm PCI aligns with golden thread and Gateway submissions.

5D-4. Contractor Submissions Review

Role	Duties
CL	Review contractor submissions where they affect design vision or heritage quality.
DL	Lead coordination of contractor submissions. Ensure compliance with design and statutory requirements.
AD	Review and comment on contractor drawings, samples, method statements and product data.
DLv	Assess submissions for buildability, sequencing and delivery feasibility.
PD (CDM 2015)	Review contractor submissions for health and safety risks. Record outcomes in PCI.
PD (BSA 2022)	Confirm contractor submissions support Building Regulations compliance. Record evidence in golden thread.

5D-5. Shop Drawings & Fabrication Models

Role	Duties
CL	Review shop drawings and fabrication models for consistency with creative vision.
DL	Coordinate review of shop drawings/models across consultants.
AD	Assess and comment on architectural aspects of shop drawings and fabrication models.
DLv	Confirm shop drawings and models are practical for construction sequencing.
PD (CDM 2015)	Check shop drawings for safety-critical design information. Record in PCI.
PD (BSA 2022)	Confirm shop drawings/models support compliance evidence for Gateways. Upload to golden thread.

5D-6. Contractor Design Portions (CDP) – Review & Integration

Role	Duties
CL	Review CDP outputs to confirm alignment with creative and heritage objectives.
DL	Lead coordination of CDP reviews. Ensure outputs comply with design intent and statutory requirements.
AD	Incorporate approved CDP outputs into architectural drawings, BIM and specifications.
DLv	Review CDP proposals for buildability, sequencing and quality benchmarks.
PD (CDM 2015)	Assess CDP outputs for health and safety risks. Record in PCI/H&S File.
PD (BSA 2022)	Confirm CDP outputs comply with Building Regulations. Upload evidence into golden thread.

5D-7. Contractor Liaison

Role	Duties
CL	Liaise with contractor to safeguard creative and heritage vision during delivery.
DL	Lead architectural liaison with contractor team. Resolve design queries.
AD	Provide clarifications, updated drawings and specifications to contractor as

required.

DLv	Maintain day-to-day liaison with contractor on buildability and sequencing issues.
PD (CDM 2015)	Liaise with contractor on CDM compliance and design risk updates.
PD (BSA 2022)	Liaise with contractor to ensure Building Regulations evidence is collected for Gateways.

5D-8. Coordination Meetings

Role	Duties
CL	Attend selected meetings to confirm design vision is maintained.
DL	Lead architectural input into coordination meetings with contractors and consultants.
AD	Provide technical clarifications and updates in coordination meetings.
DLv	Present buildability and sequencing updates during coordination sessions.
PD (CDM 2015)	Contribute safety updates and ensure CDM duties are addressed in coordination meetings.
PD (BSA 2022)	Confirm Building Regulations compliance is addressed in coordination meetings. Record evidence in golden thread.

5D-9. Prototypes, Samples and Mock-ups

Role	Duties
CL	Approve prototypes, samples and mock-ups against design intent and heritage criteria.
DL	Lead review of contractor-prepared prototypes and samples. Ensure compliance with specifications.
AD	Review detailed submissions against architectural requirements. Update records as necessary.
DLv	Assess prototypes and samples for buildability, durability and delivery.
PD (CDM 2015)	Review health and safety aspects of prototypes and samples. Update PCI/H&S File.
PD (BSA 2022)	Confirm prototypes and samples are consistent with Building Regulations compliance. Upload into golden thread.

5D-10. Site Inspections & Quality Reviews

Role	Duties
CL	Confirm site inspections safeguard design quality, creative vision, and heritage intent. Escalate non-compliance to the Client.
DL	Lead and coordinate site inspections across all work packages. Record inspections in formal reports. Manage quality reviews, ensure compliance with statutory approvals, ERs, and technical design.
AD	Attend site to inspect architectural works. Review workmanship, finishes, and installation against drawings, specifications, and mock-ups. Provide written feedback to contractor.
DLv	Review buildability, sequencing, and logistics during inspections.

	Confirm works are being constructed safely and in accordance with design intent.
PD (CDM 2015)	Confirm site inspections address CDM duties. Record residual risks identified during works in PCI.
PD (BSA 2022)	Ensure inspections and quality reviews contribute evidence for Gateway 3 submissions and the golden thread. Confirm inspection records are uploaded to the Client's compliance system.

5D-11. Testing & Commissioning (Architectural Input)

Role	Duties
CL	Confirm that testing and commissioning outcomes safeguard design intent and user experience.
DL	Coordinate architectural input into testing/commissioning reviews.
AD	Provide architectural data (finishes, layouts, room data) required for commissioning documentation.
DLv	Confirm testing/commissioning regimes are practical and achievable on site.
PD (CDM 2015)	Record risks identified during testing/commissioning in PCI.
PD (BSA 2022)	Confirm commissioning evidence supports Building Regulations compliance. Upload into golden thread.

5D-12. Construction Logistics & Temporary Works

Role	Duties
CL	Confirm temporary works and logistics respect heritage setting and creative intent.
DL	Review contractor logistics plans and temporary works designs. Ensure compliance with statutory requirements and CDM duties.
AD	Advise on architectural impacts of logistics and temporary works (e.g. protection of finishes, temporary access).
DLv	Verify buildability, sequencing, and safe execution of temporary works.
PD (CDM 2015)	Confirm temporary works designs are reviewed for safety. Record risks in PCI.
PD (BSA 2022)	Ensure logistics and temporary works evidence is included in Gateway 3 and golden thread records.

5D-13. Post-Installation Reviews

Role	Duties
CL	Review installed works to confirm design quality and heritage objectives achieved.
DL	Coordinate post-installation reviews and snagging. Ensure compliance issues are tracked.
AD	Inspect architectural installations. Record snags and issue reports.
DLv	Confirm installations meet buildability standards and sequencing tolerances.
PD (CDM 2015)	Record any safety issues identified in post-installation reviews. Update H&S File.
PD (BSA 2022)	Verify installed works meet Building Regulations. Record evidence in golden thread.

5D-14. Statutory Compliance

Role	Duties
CL	Confirm statutory compliance does not compromise creative and heritage quality.
DL	Coordinate responses to statutory authority queries during construction.
AD	Provide updated architectural drawings and documents for statutory compliance reviews.
DLv	Confirm statutory requirements are achievable on site.
PD (CDM 2015)	Ensure statutory compliance duties under CDM are maintained. Update PCI/H&S File.
PD (BSA 2022)	Ensure statutory compliance evidence is submitted for Gateway 2/3. Upload into golden thread.

5D-15. Design Risk Register

Role	Duties
CL	Record risks to creative or heritage quality identified during construction.
DL	Lead update of design risk register during construction. Ensure mitigation measures are tracked.
AD	Update register with architectural risks and clarifications.
DLv	Record risks related to buildability, sequencing and site logistics.
PD (CDM 2015)	Maintain PCI and H&S File with construction-stage risks.
PD (BSA 2022)	Record Building Regulations risks during construction. Upload into golden thread.

5D-16. Health & Safety File – Updating

Role	Duties
CL	Identify creative features requiring special maintenance or safety consideration during construction.
DL	Coordinate consultant contributions to H&S File updates during construction.
AD	Provide updated architectural drawings, specs and materials information for H&S File.
DLv	Provide construction sequencing and logistics inputs for File.
PD (CDM 2015)	Update H&S File with construction-stage information. Ensure PCI reflects site risks.
PD (BSA 2022)	Ensure H&S File updates align with golden thread and Gateway 3 evidence.

5D-17. Change Control

Role	Duties
CL	Review proposed changes for impact on creative and heritage values.
DL	Lead change control process on site. Record approvals and maintain audit trail.
AD	Update drawings, BIM and specifications to implement approved changes.
DLv	Assess changes for impact on delivery, sequencing and buildability.
PD (CDM 2015)	Assess changes for safety implications. Update PCI/H&S File.
PD (BSA 2022)	Confirm changes maintain Building Regulations compliance. Record updates in golden thread.

5D-17a. Change Control under BSA

Role	Duties
------	--------

CL	Confirm notifiable changes maintain creative/heritage intent.
DL	Lead architectural process for notifiable/major changes under BSA. Notify BSR as required.
AD	Provide updated drawings/specs for change submissions.
DLv	Confirm changes are practical for sequencing/buildability.
PD (CDM 2015)	Record change-related safety risks in PCI.
PD (BSA 2022)	Confirm all notifiable/major changes are processed in golden thread and reported to BSR.

5D-18. Mandatory Occurrence Reporting (MOR)

Role	Duties
CL	Support MOR process by recording heritage/creative impacts of reportable issues.
DL	Lead architectural input into MOR process. Coordinate reporting to BSR.
AD	Provide drawings/specs clarifying MOR issues.
DLv	Assess MOR issues for delivery/feasibility implications.
PD (CDM 2015)	Record safety-related MOR outcomes in PCI.
PD (BSA 2022)	Ensure MOR outcomes are uploaded into golden thread and notified to BSR.

5D-19. Value Management

Role	Duties
CL	Safeguard creative and heritage values during construction-stage value management proposals.
DL	Lead value management reviews. Confirm proposals maintain compliance and Client objectives.
AD	Provide technical options and clarifications to support value reviews.
DLv	Assess proposals for buildability, sequencing and delivery feasibility.
PD (CDM 2015)	Assess value management proposals for safety implications. Record in PCI.
PD (BSA 2022)	Confirm proposals maintain Building Regulations compliance. Upload into golden thread.

5D-20. Stage 5 Deliverables

Role	Duties
CL	Provide narrative confirming creative and heritage objectives have been achieved on site.
DL	Coordinate and issue Stage 5 architectural deliverables. Confirm completeness and statutory compliance.
AD	Deliver as-built drawings, schedules, models and specifications.
DLv	Provide documentation on buildability, logistics, mock-ups and sequencing.
PD (CDM 2015)	Deliver PCI updates and H&S File additions from construction phase.
PD (BSA 2022)	Deliver Gateway 3 submissions, compliance evidence and golden thread records.

5D-21. Record Information & As-Built

Role	Duties
CL	Confirm record information reflects creative and heritage requirements.

DL	Ensure contractor provides accurate as-built drawings, BIM, O&Ms, warranties, and asset data. Verify completeness prior to handover.
AD	Review record drawings and specifications for accuracy against works installed.
DLv	Confirm as-built information matches constructed logistics, sequencing, and access provisions.
PD (CDM 2015)	Ensure as-built information is integrated into H&S File.
PD (BSA 2022)	Confirm record information meets Building Safety Act golden thread requirements.

5D-22. Handover Preparation

Role	Duties
CL	Contribute to handover materials demonstrating design quality and heritage response.
DL	Lead preparation of architectural input for handover documentation.
AD	Prepare as-built drawings, O&M manuals and record specifications for handover.
DLv	Confirm handover documentation includes delivery and sequencing considerations.
PD (CDM 2015)	Finalise H&S File inputs for handover.
PD (BSA 2022)	Confirm golden thread documentation is complete and compliant at handover.

5D-23. End-of-Stage Approval

Role	Duties
CL	Confirm Client approval safeguards design vision and ensures works meet heritage/curatorial intent.
DL	Coordinate formal Client and statutory approvals of completed construction stage. Record sign-off.
AD	Confirm record/as-built deliverables are updated and aligned with approval.
DLv	Verify constructed works are safe, sequenced correctly, and ready for handover.
PD (CDM 2015)	Ensure approval reflects CDM duties and residual risks are recorded for Stage 6.
PD (BSA 2022)	Confirm construction approval demonstrates compliance with Building Regulations and Gateway 3. Upload evidence to golden thread.

STAGE 6 – HANDOVER & CLOSE OUT

6D-1. Pre-Handover Inspections

Role	Duties
CL	Undertake selective inspections to confirm design quality and heritage objectives are met.
DL	Lead architectural pre-handover inspections. Coordinate inspection reports and close-out actions.
AD	Carry out detailed architectural inspections. Record snags and provide photographic schedules.
DLv	Confirm construction tolerances, buildability standards and logistics are satisfied at handover.
PD (CDM 2015)	Verify safety-critical elements are complete. Update H&S File.
PD (BSA 2022)	Confirm pre-handover inspections support Gateway 3 compliance evidence. Upload into golden thread.

6D-2. Snagging & Defects Resolution

Role	Duties
CL	Confirm that snagging and defect rectification safeguard design quality, creative vision, and heritage standards. Escalate unresolved issues to the Client.
DL	Lead and coordinate the snagging and defects resolution process. Prepare and maintain schedules of defects. Monitor contractor progress in rectification and certify completion.
AD	Inspect architectural works for defects and incomplete items. Record findings in snagging schedules. Confirm corrected works align with drawings, specifications, and mock-up benchmarks.
DLv	Verify buildability and sequencing issues contributing to defects. Advise on corrective measures and confirm satisfactory completion.
PD (CDM 2015)	Ensure snagging and defect resolution processes address residual health & safety risks. Update PCI and H&S File accordingly.
PD (BSA 2022)	Confirm that records of snagging and defect rectification are uploaded into the golden thread and form part of Gateway 3 evidence.

6D-3. Training

Role	Duties
CL	Contribute to training materials where creative or heritage issues affect building use.
DL	Coordinate training programme for Client team. Ensure statutory compliance is covered.
AD	Provide architectural training content (systems, layouts, materials).
DLv	Provide training on buildability and operational aspects linked to architectural delivery.
PD (CDM 2015)	Ensure training covers health and safety responsibilities.
PD (BSA 2022)	Ensure training covers Building Regulations compliance obligations. Upload training records into golden thread.

6D-4. Handover Documentation

Role	Duties
CL	Provide narrative on heritage and design quality achieved in the project.
DL	Lead collation of handover documentation for Client. Confirm completeness and compliance.
AD	Deliver as-built drawings, schedules, O&M manuals and record specifications.
DLv	Provide sequencing, mock-up, and buildability information for handover.
PD (CDM 2015)	Deliver finalised H&S File to Client.
PD (BSA 2022)	Deliver completed golden thread documentation and Gateway 3 evidence.

6D-5. Health & Safety File – Finalisation

Role	Duties
CL	Provide final notes on creative or heritage elements requiring maintenance.
DL	Coordinate finalisation of H&S File inputs across consultants.
AD	Provide updated architectural drawings and data for H&S File.
DLv	Confirm construction sequencing and delivery information is captured in H&S File.
PD (CDM 2015)	Finalise H&S File and hand over to Client.
PD (BSA 2022)	Confirm H&S File is aligned with golden thread and forms part of Gateway 3 evidence.

6D-6. Contractor Design Portion (CDP) Handover & Certification

Role	Duties
CL	Review completed CDP elements to confirm they safeguard design vision and heritage quality.
DL	Coordinate review and acceptance of CDP deliverables at handover. Ensure evidence of compliance is complete before certification.
AD	Integrate as-built CDP drawings, models and specifications into architectural record information.
DLv	Verify that CDP installations meet buildability, tolerances and sequencing standards.
PD (CDM 2015)	Confirm CDP handover information addresses health and safety requirements. Update H&S File.
PD (BSA 2022)	Confirm CDP elements are fully compliant with Building Regulations. Upload final evidence into golden thread and Gateway 3 submission.

6D-7. Final Golden Thread Handover

Role	Duties
CL	Provide commentary on creative/heritage elements to be preserved in golden thread records.
DL	Lead final collation of golden thread evidence across consultants. Ensure completeness and consistency.
AD	Deliver final architectural datasets (drawings, BIM, specs) for golden thread.
DLv	Provide delivery, sequencing and buildability data required for golden thread records.
PD (CDM 2015)	Confirm H&S evidence is embedded in golden thread records.
PD (BSA 2022)	Deliver final Gateway 3 submissions.

Confirm golden thread is handed over in full to Client.

6D-8. Gateway 3 Submission

Role	Duties
CL	Provide narrative confirming creative/heritage outcomes achieved at completion.
DL	Lead architectural input into Gateway 3 submission to BSR.
AD	Provide drawings, models, O&M manuals and as-builts for submission.
DLv	Confirm Gateway 3 deliverables are practical and complete.
PD (CDM 2015)	Confirm PCI/H&S File is complete for Gateway 3.
PD (BSA 2022)	Submit Gateway 3 evidence to BSR. Confirm approval prior to occupation.

6D-9. Warranty & Defects Liability Management

Role	Duties
CL	Confirm warranties and guarantees align with creative and heritage protection needs.
DL	Coordinate collection, review, and issue of warranties, guarantees, and defects liability obligations.
AD	Review warranties for architectural products, finishes, and specialist installations.
DLv	Confirm warranties cover buildability, logistics, and temporary works where relevant.
PD (CDM 2015)	Ensure warranties include safe operation and maintenance requirements.
PD (BSA 2022)	Confirm warranties and liability periods are logged within the golden thread compliance system.

6D-10. Post-Completion Inspections

Role	Duties
CL	Review completed building in use to confirm design vision and heritage quality.
DL	Coordinate post-completion inspections. Record outcomes and track actions.
AD	Undertake architectural post-completion inspections. Record defects and operational issues.
DLv	Review post-completion performance against buildability and sequencing assumptions.
PD (CDM 2015)	Confirm safety-critical issues are addressed post-completion. Update H&S File.
PD (BSA 2022)	Verify post-completion inspections support compliance evidence. Record in golden thread.

6D-11. Seasonal Commissioning Reviews

Role	Duties
CL	Confirm seasonal commissioning outcomes maintain design quality and user experience.
DL	Coordinate architectural input into seasonal commissioning reviews.
AD	Provide architectural data (layouts, finishes, environmental details) to support reviews.

DLv	Confirm seasonal commissioning activities are practical and achievable in use.
PD (CDM 2015)	Review seasonal commissioning outcomes for health and safety risks.
PD (BSA 2022)	Confirm seasonal commissioning evidence supports Building Regulations compliance. Upload to golden thread.

6D-12. Post-Occupancy Evaluation (POE)

Role	Duties
CL	Review POE findings for alignment with creative and heritage goals.
DL	Coordinate POE process with consultants and Client. Record outcomes and recommendations.
AD	Provide architectural updates and data to support POE analysis.
DLv	Review POE outcomes for buildability and operational performance lessons.
PD (CDM 2015)	Record POE findings that relate to health and safety performance.
PD (BSA 2022)	Record POE findings relevant to Building Regulations compliance. Upload into golden thread.

6D-13. Soft Landings Support

Role	Duties
CL	Confirm design intent is maintained through the soft landings period. Support Client in safeguarding heritage and quality during fine-tuning.
DL	Coordinate extended support beyond practical completion. Manage design team attendance at soft landings meetings and fine-tuning workshops.
AD	Provide architectural input during occupancy bedding-in (e.g. environmental comfort, finishes durability, wayfinding usability).
DLv	Confirm construction sequencing and temporary measures remain safe during soft landings period.
PD (CDM 2015)	Ensure health & safety risks discovered during early occupation are recorded in PCI and addressed.
PD (BSA 2022)	Confirm soft landings outcomes (adjustments, tuning, training) are captured in golden thread and Gateway 3 compliance evidence.

6D-14. Final Close-Out Report

Role	Duties
CL	Provide narrative confirming design quality and heritage objectives have been met at completion.
DL	Lead preparation of final close-out report. Ensure compliance and statutory obligations are addressed.
AD	Compile final as-built drawings, specifications, schedules and BIM models.
DLv	Provide buildability, sequencing and delivery lessons learned for report.
PD (CDM 2015)	Confirm H&S obligations are closed out. Finalise PCI and H&S File.
PD (BSA 2022)	Confirm Gateway 3 submissions and golden thread documentation are complete.

6D-15. Client Feedback & Performance Review

Role	Duties
------	--------

CL	Gather client and end-user feedback on design quality, usability, and heritage experience.
DL	Lead the structured review of project outcomes against original brief and performance benchmarks.
AD	Review architectural performance in use (layouts, finishes, accessibility, sustainability measures).
DLv	Capture feedback on buildability and sequencing outcomes to inform future projects.
PD (CDM 2015)	Ensure feedback on safety in use and maintenance is documented in PCI and H&S File.
PD (BSA 2022)	Confirm performance review outcomes are integrated into final golden thread evidence and post-occupancy reporting.

6D-16. Lessons Learned

Role	Duties
CL	Capture lessons on heritage and creative processes.
DL	Lead lessons learned workshops. Document outcomes for Client and design team.
AD	Record architectural lessons from design production and coordination.
DLv	Record lessons on buildability, sequencing and contractor engagement.
PD (CDM 2015)	Capture lessons on CDM and health and safety management.
PD (BSA 2022)	Capture lessons on Building Regulations compliance and Gateway process.

STAGE 7 – IN USE

7D-1. Post-Occupancy Support

Role	Duties
CL	Review building performance to confirm heritage and creative objectives are maintained in operation.
DL	Coordinate post-occupancy support across consultants. Ensure compliance issues are addressed.
AD	Provide architectural clarifications, updates to drawings/specifications and support Client queries.
DLv	Review operational performance for buildability and delivery lessons.
PD (CDM 2015)	Record safety issues identified post-occupancy. Update H&S File if required.
PD (BSA 2022)	Confirm post-occupancy support maintains Building Regulations compliance. Upload evidence to golden thread.

7D-2. Seasonal Commissioning

Role	Duties
CL	Confirm seasonal adjustments maintain design vision and user experience.
DL	Coordinate architectural input into seasonal commissioning reviews.
AD	Provide architectural data required for commissioning validation (layouts, finishes, room data).
DLv	Confirm seasonal commissioning processes are practical and achievable in use.
PD (CDM 2015)	Record safety considerations during seasonal commissioning.
PD (BSA 2022)	Confirm seasonal commissioning evidence supports Building Regulations compliance. Upload into golden thread.

7D-3. Facilities Management (FM) Engagement

Role	Duties
CL	Advise FM teams on maintaining creative and heritage features.
DL	Coordinate FM liaison to ensure statutory and compliance requirements are met.
AD	Provide drawings, manuals and updates to support FM teams.
DLv	Advise FM on operational buildability and maintenance strategies.
PD (CDM 2015)	Ensure FM are briefed on H&S duties and residual risks.
PD (BSA 2022)	Ensure FM engagement supports golden thread responsibilities.

7D-4. Post-Occupancy Evaluation (POE)

Role	Duties
CL	Review POE results for alignment with heritage and creative objectives.
DL	Lead POE coordination with consultants and Client. Track compliance outcomes.
AD	Provide architectural inputs and updates for POE process.
DLv	Review POE findings for construction/delivery lessons learned.
PD (CDM 2015)	Record POE findings related to safety performance.
PD (BSA 2022)	Record POE findings relevant to Building Regulations and Gateways.

Upload into golden thread.

7D-5. Client/User Feedback Reviews

Role	Duties
CL	Gather client and end-user feedback on design quality, usability, and cultural/heritage experience. Confirm findings are aligned with the project's creative vision.
DL	Lead structured feedback workshops and surveys with Client, FM, and end-users. Collate findings into formal review reports. Ensure outputs feed into POE and Lessons Learned.
AD	Assess architectural aspects of feedback (layout efficiency, finishes durability, inclusivity, wayfinding clarity). Record improvements required in future projects.
DLv	Capture buildability and operational performance feedback (e.g. ease of maintenance, sequencing impact). Provide lessons for future logistics planning.
PD (CDM 2015)	Ensure safety-related user feedback (e.g. access/egress, maintenance hazards) is documented in PCI and H&S File.
PD (BSA 2022)	Confirm user feedback findings relevant to compliance are uploaded into the golden thread. Advise Client on remedial adjustments needed to maintain ongoing Gateway 3 obligations.

7D-6. Performance Monitoring & Aftercare

Role	Duties
CL	Confirm that performance monitoring maintains creative and heritage intent (e.g. environmental quality, user experience). Support Client in safeguarding original design vision.
DL	Coordinate aftercare programme with consultants. Track energy, carbon, comfort, and system efficiency against design targets. Lead reporting of performance data to Client and FM team.
AD	Provide architectural input to aftercare reviews (layout usability, finishes performance, environmental comfort, wayfinding effectiveness). Record issues for Lessons Learned.
DLv	Advise on construction and sequencing factors affecting performance in use. Confirm corrective measures are feasible and safe.
PD (CDM 2015)	Ensure performance monitoring includes ongoing safety considerations (e.g. safe access for maintenance). Record any residual risks in H&S File updates.
PD (BSA 2022)	Confirm performance monitoring outcomes are recorded in the golden thread. Advise Client on any remedial measures required to maintain Gateway 3 compliance during in-use stage.

7D-7. Lessons Learned & Knowledge Sharing

Role	Duties
CL	Capture lessons on maintaining heritage and design quality in use.
DL	Lead lessons learned workshops with Client and consultants.
AD	Record architectural lessons from building performance and FM feedback.

DLv	Record lessons on buildability, sequencing and operational performance.
PD (CDM 2015)	Capture lessons on long-term health and safety management.
PD (BSA 2022)	Capture lessons on regulatory compliance and Gateway processes.

7D-8. In-Use Stage Deliverables

Role	Duties
CL	Provide narrative confirming design and heritage vision has been retained in use.
DL	Coordinate issue of In-Use Stage deliverables. Confirm compliance and statutory obligations are addressed.
AD	Deliver updated drawings, BIM data, schedules and reports for In-Use Stage.
DLv	Provide operational and buildability information to support long-term use.
PD (CDM 2015)	Deliver H&S updates and confirm ongoing obligations for FM.
PD (BSA 2022)	Deliver updated golden thread datasets and confirm Building Regulations compliance in use.

7D-9. Golden Thread Maintenance

Role	Duties
CL	Provide updates on heritage/creative elements for golden thread records.
DL	Coordinate maintenance of golden thread datasets during in-use stage.
AD	Provide updates to drawings, BIM and specs where building alterations occur.
DLv	Record delivery/operational lessons in golden thread for FM teams.
PD (CDM 2015)	Record in-use safety updates in H&S File and golden thread.
PD (BSA 2022)	Maintain golden thread compliance records during occupation and update as required.

7D-10. Regulatory Change Compliance

Role	Duties
CL	Advise the Client on the impact of regulatory changes on the project's cultural and heritage commitments. Confirm any adjustments safeguard design vision.
DL	Monitor changes in Building Regulations, Building Safety Act requirements, and other statutory frameworks during the in-use period. Coordinate consultant advice on compliance actions.
AD	Review architectural implications of regulatory changes (e.g. accessibility standards, fire protection, sustainability updates). Identify necessary adjustments to layouts, finishes, or maintenance strategies.
DLv	Advise on construction logistics and operational feasibility of remedial works required to maintain compliance.
PD (CDM 2015)	Confirm health & safety risks arising from regulatory changes are identified, assessed, and addressed. Record outcomes in PCI and H&S File updates.
PD (BSA 2022)	Ensure responses to regulatory change are incorporated into the golden thread. Advise Client on maintaining Gateway compliance where standards evolve post-completion.

PROCUREMENT SERVICES

In addition to stage-based services, the Consultant is required to provide targeted support during the procurement of works and services. This includes developing procurement strategies, preparing tender documentation, assisting with bidder queries, evaluating tenders, and supporting contractor appointment. These services ensure that procurement processes are robust, transparent, and aligned with statutory requirements and the Client's governance procedures.

P-1. Procurement Strategy Development

Role	Duties
CL	Provide input on procurement strategy to safeguard creative vision and heritage objectives.
DL	Lead development of architectural procurement strategy. Coordinate with Client and consultants.
AD	Provide technical information to inform procurement packaging and scope definition.
DLv	Advise on buildability, logistics and sequencing considerations for procurement strategy.
PD (CDM 2015)	Confirm procurement strategy embeds CDM duties, allocation of roles and PCI requirements.
PD (BSA 2022)	Confirm procurement strategy addresses Building Regulations duty holder roles and Gateway compliance.

P-2. Tender Documentation Preparation

Role	Duties
CL	Contribute narratives and visuals to convey design intent in tender packs.
DL	Coordinate architectural input into tender documentation. Ensure completeness and compliance.
AD	Provide architectural drawings, schedules, specifications and BIM extracts for inclusion.
DLv	Review tender documents for buildability and delivery implications.
PD (CDM 2015)	Provide PCI extracts and H&S File content for inclusion in tender packs.
PD (BSA 2022)	Provide Building Regulations compliance schedules and Gateway evidence for inclusion.

P-2a. Compliance Information in Tender Packs

Role	Duties
CL	Provide narratives on heritage/design quality for tender packs.
DL	Ensure tender packs include PCI, Building Regulations compliance schedules and Gateway evidence.
AD	Provide technical drawings/specifications supporting compliance inclusions.
DLv	Confirm compliance requirements in tender packs are deliverable.
PD (CDM 2015)	Provide PCI extracts and designer compliance confirmations for tender packs.
PD (BSA 2022)	Provide Gateway compliance evidence and duty holder role descriptions for tender packs.

P-3. Tender Process Support

Role	Duties
CL	Participate in bidder clarifications and presentations to communicate vision

and heritage priorities.

DL	Coordinate responses to tender queries. Lead design team input to Q&A process.
AD	Provide clarifications on architectural drawings, models and specifications.
DLv	Provide clarifications on buildability, logistics and sequencing issues raised by bidders.
PD (CDM 2015)	Provide clarifications on health and safety duties and risk management. Update PCI as necessary.
PD (BSA 2022)	Provide clarifications on Building Regulations compliance and Gateway processes.

P-4. Tender Assessment

Role	Duties
CL	Assess bidder proposals for alignment with creative and heritage objectives.
DL	Lead architectural evaluation of tenders. Coordinate inputs across design team.
AD	Review technical aspects of tender submissions (drawings, specs, samples).
DLv	Review tender submissions for buildability, sequencing and delivery feasibility.
PD (CDM 2015)	Assess tenders for adequacy of health and safety approach. Record in PCI.
PD (BSA 2022)	Assess tenders for adequacy of Building Regulations compliance proposals. Record in golden thread.

P-5. Contractor Appointment

Role	Duties
CL	Confirm appointed contractor can deliver design quality and heritage outcomes.
DL	Support finalisation of contractor appointment. Ensure architectural duties are clearly defined.
AD	Provide supporting technical documentation for contractor appointment.
DLv	Review appointment documentation to confirm buildability and sequencing requirements are captured.
PD (CDM 2015)	Confirm appointment of Principal Contractor under CDM. Ensure duties are recorded.
PD (BSA 2022)	Confirm appointment embeds Building Regulations duty holder responsibilities and Gateway obligations.

PLANNING APPROVAL SERVICES

The Consultant will support the Client in obtaining statutory planning approvals. This includes the development of planning strategies, pre-application engagement, preparation and submission of planning applications, and the discharge of planning conditions. Where the Project affects heritage assets or historic fabric, the Consultant will prepare Heritage Statements and Heritage Significance Assessments, and will liaise with statutory consultees (including Historic England and local conservation officers) to ensure that proposals are developed, submitted, and approved in accordance with heritage and planning policy requirements.

PL-1. Planning Strategy Development

Role	Duties
CL	Shape planning strategy to safeguard creative vision and heritage response.
DL	Lead development of planning strategy. Coordinate consultant inputs and statutory requirements.
AD	Provide architectural drawings, schedules and baseline layouts to inform planning strategy.
DLv	Confirm planning strategy is deliverable within construction and sequencing constraints.
PD (CDM 2015)	Ensure planning strategy recognises CDM duties and potential safety implications.
PD (BSA 2022)	Confirm planning strategy aligns with Gateway 1 and Building Regulations pathways. Upload to golden thread.

PL-2. Pre-Application Engagement

Role	Duties
CL	Present design vision and heritage response in pre-application discussions.
DL	Coordinate pre-application meetings with planning authority and consultees.
AD	Prepare drawings, visuals and models for pre-app discussions. Record outcomes.
DLv	Confirm pre-app feedback is feasible in delivery and sequencing terms.
PD (CDM 2015)	Record pre-app outcomes affecting H&S. Update PCI.
PD (BSA 2022)	Confirm pre-app outcomes support Building Regulations compliance. Record in golden thread.

PL-3. Planning Application Preparation

Role	Duties
CL	Lead preparation of Design & Access Statement sections on vision and heritage.
DL	Coordinate full planning application submission. Ensure statutory completeness.
AD	Produce planning application drawings, models, visuals and schedules.
DLv	Confirm proposals in planning submission are realistic to deliver.
PD (CDM 2015)	Ensure application captures relevant safety considerations. Record in PCI.
PD (BSA 2022)	Ensure application references compliance pathway. Prepare supporting evidence for Gateway 1.

PL-3a. Heritage Statements

Role	Duties
CL	Lead narrative on cultural and heritage significance in Heritage Statement.
DL	Coordinate preparation of Heritage Statement with heritage consultants.
AD	Provide drawings, schedules and visuals showing heritage treatment.
DLv	Confirm heritage interventions are feasible in delivery terms.
PD (CDM 2015)	Record heritage-related risks in PCI.
PD (BSA 2022)	Confirm Heritage Statement aligns with Building Regulations and Gateway evidence.

PL-4. Planning Determination Support

Role	Duties
CL	Present design vision and heritage response at planning committee or determination meetings.
DL	Lead responses to planning authority queries. Coordinate consultant clarifications.
AD	Provide additional drawings, visuals or clarifications during determination.
DLv	Assess authority queries for delivery impact.
PD (CDM 2015)	Record determination outcomes affecting safety in PCI.
PD (BSA 2022)	Confirm determination outcomes align with compliance evidence. Update golden thread.

PL-5. Discharge of Planning Conditions

Role	Duties
CL	Confirm heritage and creative quality are maintained when discharging planning conditions.
DL	Coordinate discharge of conditions. Liaise with planning authority.
AD	Prepare drawings, reports and documents for condition discharge submissions.
DLv	Confirm condition discharge requirements are feasible to deliver.
PD (CDM 2015)	Record conditions with H&S implications. Update PCI.
PD (BSA 2022)	Confirm conditions discharged align with Building Regulations compliance. Upload evidence.

PL-5a. Statutory Heritage Consultees

Role	Duties
CL	Lead engagement with statutory heritage consultees to safeguard creative/heritage response.
DL	Coordinate heritage consultation responses and integrate into planning strategy.
AD	Provide architectural drawings, visuals and heritage analysis for consultations.
DLv	Confirm consultees' heritage requirements are compatible with buildability and sequencing.
PD (CDM 2015)	Record heritage consultees' input that affects H&S in PCI.
PD (BSA 2022)	Confirm heritage consultees' input aligns with compliance evidence. Upload to golden thread.

CONTRACT ADMINISTRATION & CONSTRUCTION MONITORING SERVICES

The Consultant will provide services to support the effective administration of the building contract and the monitoring of works during construction. These services include site inspections, review of contractor design portions, monitoring of quality, responses to site queries, progress reporting, and inputs into certification. Duties are aligned to the six roles to ensure clarity of responsibilities across design integrity, technical compliance, buildability, and statutory obligations under both CDM 2015 and the Building Safety Act 2022.

CA-1. Contract Administration Support

Role	Duties
CL	Review contract administration processes to ensure design intent and heritage vision are maintained.
DL	Support the Contract Administrator (or act as CA if appointed). Issue instructions, confirm compliance, and maintain records.
AD	Provide technical information to support contract instructions and clarifications.
DLv	Advise on buildability and sequencing issues in contract administration.
PD (CDM 2015)	Confirm CA instructions and processes embed CDM duties. Update PCI and H&S File.
PD (BSA 2022)	Confirm CA instructions maintain Building Regulations compliance and Gateway obligations. Record in golden thread.

CA-2. Site Inspections

Role	Duties
CL	Undertake selected site inspections to confirm creative and heritage design is delivered.
DL	Lead inspection regime. Ensure statutory and compliance items are reviewed.
AD	Carry out detailed architectural inspections, prepare reports, and maintain defect schedules.
DLv	Inspect buildability, tolerances and sequencing on site. Provide feedback to contractor.
PD (CDM 2015)	Inspect site for health and safety compliance. Update PCI/H&S File.
PD (BSA 2022)	Inspect works for Building Regulations compliance. Ensure evidence is uploaded to golden thread.

CA-3. Contractor Design Portion (CDP) Monitoring

Role	Duties
CL	Review CDP deliverables for consistency with creative vision and heritage criteria.
DL	Coordinate integration of CDP deliverables into design and statutory compliance frameworks.
AD	Review CDP technical drawings, models and specifications for architectural alignment.
DLv	Confirm CDP deliverables are buildable and practical in sequencing terms.

PD (CDM 2015) Assess CDP deliverables for safety implications.
Record in PCI/H&S File.

PD (BSA 2022) Confirm CDP deliverables support Building Regulations compliance.
Record in golden thread.

CA-4. Progress Reporting

Role	Duties
CL	Contribute design vision and heritage quality updates to progress reports.
DL	Lead preparation of architectural progress reports. Ensure statutory and compliance items are recorded.
AD	Provide updates on architectural deliverables, drawings, and inspections for reporting.
DLv	Report on buildability, sequencing, and delivery issues.
PD (CDM 2015)	Provide CDM risk and PCI updates for inclusion in reports.
PD (BSA 2022)	Provide Building Regulations and Gateway compliance updates for reports. Upload to golden thread.

CA-5. Certification Support

Role	Duties
CL	Confirm certification supports delivery of creative and heritage intent.
DL	Support CA in certification of Practical Completion, Sectional Completion, and Final Completion.
AD	Provide architectural evidence (as-builts, schedules, inspections) required for certification.
DLv	Confirm works certified are buildable, complete and meet quality standards.
PD (CDM 2015)	Confirm safety obligations are met for certification. Finalise PCI/H&S File inputs.
PD (BSA 2022)	Confirm Building Regulations compliance and golden thread obligations are satisfied before certification.

Schedule 3

Deed of Novation

DATED _____

**THE BOARD OF TRUSTEES
OF
THE NATIONAL GALLERY**

and

[CONSULTANT]

and

[CONTRACTOR]

NOVATION AGREEMENT

relating to

THE NATIONAL GALLERY

DATE

20[]

PARTIES

- (1) **THE BOARD OF TRUSTEES OF THE NATIONAL GALLERY** (the "**Client**", references to which will include its successors and permitted assigns); and;
- (2) **[INSERT DETAILS]** (the "**Consultant**"); and
- (3) **[INSERT DETAILS]** (the "**Contractor**").

RECITALS

- (A) The Client has appointed the Consultant to provide the Services.
- (B) The Client has employed the Contractor for the design and construction of the Works.

The parties to this novation agreement have agreed to novate the Appointment from the Client to Contractor.

1. DEFINITIONS

The following definitions apply in this novation agreement:

"Appointment" means the appointment dated [] 202[] between (1) the Client and (2) the Consultant for services in relation to the Project;

"Building Contract" means the building contract dated [] between (1) the Client and (2) the Contractor for the Works;

"Project" means [], including the Works;

"Services" means the professional services described in the Appointment;

"Works" means the works as defined under the Building Contract.

2. INTERPRETATION

- 2.1 Unless otherwise expressly stated, the rules of interpretation set out in this clause 2 apply in this novation agreement.
- 2.2 The headings and sub-headings in this novation agreement are for ease of reference only and do not affect the meaning of this novation agreement.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 A reference to a party is to a party to this novation agreement and includes the respective successors or permitted assigns of the original parties.
- 2.5 General words do not have a restrictive meaning because they are preceded or followed by specific words indicating a particular type, class or category.
- 2.6 Any words following the terms **"include"** and **"including"** or any similar expression are illustrative and do not limit the meaning of the words preceding those terms.
- 2.7 A reference to a clause is to a clause in this novation agreement.
- 2.8 A reference to particular legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.

- 2.9 A reference to a person includes an individual, firm, partnership, company, association, organisation or trust (in each case whether or not having a separate legal personality).
- 2.10 A reference to a document in this novation agreement is to that document as amended, varied or novated from time to time as permitted by the terms of that document.
- 2.11 A requirement that a notice or other communication to be given or made under or in connection with this novation agreement shall be signed by the person giving or making it will be deemed to be satisfied if the notice or other communication is signed on behalf of the person giving or making it.

3. NOVATION OF THE APPOINTMENT

- 3.1 The parties to this novation agreement have agreed the following:
- 3.1.1 the Consultant releases and discharges the Client from any and all obligations and liabilities owed to the Consultant under the Appointment arising at any time;
 - 3.1.2 the Consultant accepts the liability of the Contractor under the Appointment under clause 3.1.3 of this novation agreement in place of the liability of the Client;
 - 3.1.3 the Contractor agrees to perform the obligations of the Client under the Appointment and to comply with the terms of the Appointment as if the Contractor were a party and had always been a party to the Appointment as client under the Appointment in place of the Client; and
 - 3.1.4 except as provided for in this novation agreement and under clause 6 the Consultant shall be released and discharged from any and all of its obligations to the Client under the Appointment.
- 3.2 The Consultant agrees to perform all his duties and to discharge all his obligations under the Appointment and to be bound by all its terms and conditions in favour of the Contractor in every way as if the Contractor were named in the Appointment as a party ab initio in place of the Client.
- 3.3 The Consultant warrants to the Contractor that any and all information produced by or on behalf of the Consultant and provided at any time to the Contractor (including without limitation at any time prior to the date of this novation agreement) has been provided in the full knowledge and anticipation that the Contractor may rely upon such information in connection with the design and construction of the Project, provided always that the parties acknowledge that, prior to the date of this novation agreement, the Consultant was engaged by and performing services on behalf of the Client and not the Contractor.
- 3.4 The Consultant undertakes not to contend in defence of proceedings brought by the Contractor under this novation agreement or the Appointment that the Consultant's liability to the Contractor is affected or diminished by reason of the Client having suffered no loss and/or by reason of any loss claimed to have been suffered by the Contractor which would not have been suffered by the Client following any breach or alleged breach by the Consultant. The Consultant acknowledges and agrees that the Contractor shall have the right to enforce the terms of the Appointment and pursue all claims (future or existing) whatsoever arising out of or in respect of the Appointment at any time.
- 3.5 [The Consultant acknowledges receipt of payment of the sum of [] pounds (£[]) exclusive of value added tax by the Client up to the date of this novation agreement.]

4. CONTINUING EFFECT OF THE APPOINTMENT

Save as expressly provided in this novation agreement, the Appointment shall in all other respects remain in full force and effect.

5. POST NOVATION

- 5.1 [The Client and the Contractor accept that the Consultant is obliged to inform both parties of any material facts or circumstances which the Consultant reasonably believes may be adverse to the interests of either party.
- 5.2 The Client and the Contractor acknowledge that following the date of this novation agreement the Consultant has been or shall be appointed by the Client in relation to post novation services to the Client for the Project. Both the Client and the Contractor acknowledge that they are fully aware of the Consultant's obligations to the other party.]

6. COLLATERAL WARRANTIES

- 6.1 On the date of this novation agreement, the Consultant shall execute and deliver a deed of collateral warranty in favour of the Client in the form set out in Schedule 3 Annexure 1 of the Appointment.

7. ASSIGNMENT

- 7.1 The Contractor will not assign the benefit of the Appointment without the Client's prior written consent.
- 7.2 The Consultant will not assign the benefit of the Appointment without the Client's prior written consent.

8. SEVERANCE

- 8.1 Each provision of this novation agreement is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not be affected or impaired in any way.
- 8.2 If any provision of this novation agreement is or becomes invalid, unlawful or unenforceable (whether wholly or partly) but the provision would be valid, lawful or enforceable if deleted in part or reduced in application, then the provision shall apply with the minimum deletion or modification necessary to make the provision valid, lawful, enforceable.
- 8.3 The parties may agree to amend this novation agreement in order to ensure the terms of this novation agreement are valid, lawful and enforceable.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this novation agreement may not enforce any terms of this novation agreement under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1 Any notice or other communication required under this novation agreement shall be in writing and service shall be by one of the following methods:
- 10.1.1 personally (when service shall be effective on delivery); or
- 10.1.2 by recorded delivery (when service shall be effective on delivery).
- 10.2 Addresses for service are those set out above or any other address that one party has notified to the other party using the notice procedure in clause 10.1.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This novation agreement and any dispute or claim arising out of or in connection with this novation agreement or the subject matter or formation of this novation agreement (including non-contractual disputes or claims) is governed by the laws of England.
- 11.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this novation agreement or the subject matter or formation of this novation agreement (including non-contractual disputes or claims).

12. EXECUTION

This novation agreement has been executed as a deed and is delivered on the date stated at the beginning of this novation agreement.

DRAFT

Annexure 1

Form of warranty to Client

DATED

202

[CONSULTANT]

and

[CONTRACTOR]

and

**THE BOARD OF TRUSTEES
OF
THE NATIONAL GALLERY**

**DEED OF COLLATERAL
WARRANTY**

relating to

THE NATIONAL GALLERY

PARTIES

- (1) [INSERT DETAILS] (the "**Consultant**"); and
- (2) [INSERT DETAILS] (the "**Contractor**"); and
- (3) **THE BOARD OF TRUSTEES OF THE NATIONAL GALLERY** (the "**Beneficiary**", which term shall include successors in title and permitted assigns).

RECITALS

- (A) The Beneficiary appointed the Consultant under the Appointment to perform the Services and by an agreement dated [] between (1) the Beneficiary (2) the Consultant and (3) the Contractor, the Appointment was novated to the Consultant and the Contractor.
- (B) It is a condition of the said novation that the Consultant and the Contractor enter this Deed in favour of the Beneficiary.

In consideration of the payment of one pound (£1) by the Beneficiary to each of the Consultant and the Contractor (receipt of which the Consultant and Contractor hereby acknowledge) the Consultant and the Contractor have entered into this Deed.

DEFINITIONS

Save where the context requires otherwise, in this Deed capitalised words and phrases shall have the same meaning as in the Appointment.

"Appointment" means the appointment dated [] 2021 between (1) the Beneficiary and (2) the Consultant (and any further agreement varying or supplementing the appointment) under which the Consultant agreed to perform the Services;

"Development" means [].

1. CONSULTANT'S WARRANTY

- 1.1 The Consultant hereby warrants to the Beneficiary that the terms of the Appointment have been and will be complied with.
- 1.2 Without prejudice to the generality of clause 1.1, the Consultant further warrants to the Beneficiary that in the performance of the Services under the agreement it has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a competent and appropriately qualified professional consultant experienced in carrying out services similar to the Services and in connection with developments of a similar size, scope, nature, timescale, complexity, value and on a similar site or at a similar location to the Development.
- 1.3 The Consultant shall have no greater liability in extent or time under this Deed than it would have had and shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation or exclusion in the Appointment and to raise the equivalent rights in defence of liability if the Beneficiary had been named as a joint client with the "Client" under the Appointment save that the Consultant shall not be entitled to rely on any right of set-off or counterclaim.
- 1.4 In respect of the Services the Beneficiary relies or has relied upon the skill, care and diligence of the Consultant and no approval perusal or inspection of any plans, drawings, calculations, specifications or documents of any kind relating to the Development and no approval, perusal or inspection of the Development by or on behalf of the Beneficiary shall derogate from the obligations of the Consultant arising under these this Deed or under the Appointment. The

Consultant acknowledges that the Beneficiary will rely or has relied upon any reports on the progress and condition of the Development that the Consultant may be obliged to provide to the "Client" under the terms of the Appointment.

- 1.5 It shall not be a defence to a claim by the Beneficiary that the loss the Beneficiary has suffered is different in type or character from the loss that the "Client" might have suffered or that the "Client" could not have suffered or could not now suffer a loss of the type that the Beneficiary has incurred.

2. MATERIALS

- 2.1 The Consultant warrants and undertakes to the Beneficiary that all materials, equipment, systems and goods it specifies shall be appropriate for their use and of satisfactory quality.
- 2.2 The Consultant warrants and undertakes to the Beneficiary that it has not specified and shall not specify for use or incorporation or incorporate or use within the Development:
- 2.2.1 substances, materials, processes or methods of working that are generally known in the United Kingdom construction industry at the time of incorporation, use or specification (as the case may be) to be:
- (a) deleterious to or pose a hazard to health and safety; or
 - (b) likely to adversely affect performance or durability of the Development in the particular circumstances in which they are used;
- 2.2.2 other substances, materials, processes or methods of working not in accordance with:
- (a) British or European Standards (where applicable);
 - (b) codes of practice or applicable Agrément Certificates;
 - (c) good building practice; or
 - (d) the guide "Good Practice in the Selection of Construction Materials 2011" March 2011 (British Council for Offices) or the BRE Digest.
- 2.3 Should the Consultant become aware that any substance or material has been used in the Development other than in accordance with clause 2.1 or 2.2, it will inform the Beneficiary immediately.

3. OTHER REMEDIES

Nothing in this Deed shall in any way limit or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this Deed.

4. LICENCE

- 4.1 The Consultant, as beneficial owner and with full-title guarantee, hereby grants to the Beneficiary an unconditional, royalty-free, irrevocable, non-exclusive, non-terminable licence to use and to reproduce the Documents for any purpose whatsoever connected with the Development and/or the Property and/or the completed Development including, but without limitation, the design, construction, development, reconstruction, demolition, completion, maintenance, letting, occupation, promotion, management, sale, funding, advertisement, reinstatement, repair, refurbishment, fitting-out, alteration, modification, extension (excluding any right to reproduce the designs contained therein for any further extension) and as part of any planning application and use of the completed Development. The licence shall carry the right to grant sub-licences and this licence and such sub-licences shall be transferable to third parties. The Consultant shall not be liable for any use by the Beneficiary or any sub-licensee of the Documents for any purpose other than which they were prepared and provided by the Consultant.
- 4.2 The Consultant shall, if so requested by the Beneficiary at any time, give the Beneficiary access to all Documents under its control and shall supply copies of such Documents upon the Beneficiary paying or agreeing to pay the Consultant's reasonable copying costs.

- 4.3 The Consultant warrants that there will be no infringement of any intellectual property right in connection with the use of the Documents pursuant to the licence granted in clause 4.1.
- 4.4 The Consultant warrants that all moral rights existing now or in the future under the Copyright, Designs and Patents Act 1988 in relation to the Development or the Documents have been effectively waived. The Consultant shall obtain a corresponding written waiver from any third party author of the Documents for the Beneficiary. Notwithstanding the above, the Beneficiary may, in its absolute discretion, choose to credit the Consultant in any publicity of the Development.
- 4.5 The Consultant warrants that the Consultant has the capacity and authority to grant the licence set out in clause 4.1. The Consultant warrants that where the Consultant is not the owner of any of the Documents, the Consultant has secured the necessary rights to grant such licence. The Consultant warrants that the rights licensed are free from all liens, charges, options, encumbrances and adverse interests of any kind.

5. ASSIGNMENT

- 5.1 This Deed and the licence contained within them may be assigned twice by the Beneficiary by way of absolute legal assignment without the consent of the Consultant being required and in this Deed. No further assignments will be permitted without the Consultant's prior written consent, such consent not to be unreasonably withheld or delayed. Notice of any assignment shall be given to the Consultant within 28 days of the assignment taking place.

6. STEP-IN RIGHTS

- 6.1 The Consultant undertakes to the Beneficiary that it will not exercise any right it may have to terminate the Appointment or to treat the Appointment as having been repudiated by the Contractor or to discontinue or suspend the performance of the Services pursuant to any contractual or statutory entitlement without first giving the Beneficiary at least 21 days' prior notice in writing (a **"Consultant's Notice"**).
- 6.2 The Consultant's Notice shall specify the grounds upon which the Consultant claims it is entitled to terminate the Appointment or treat the Appointment as having been repudiated by the Contractor or to discontinue the performance of the Services.
- 6.3 The Consultant's right to terminate the Appointment or treat the Appointment as having been repudiated by the Client or to discontinue the performance of the Services shall cease if before the expiry of the period stated in the Consultant's Notice:
- 6.3.1 any and all breaches of the terms of the Appointment specified in the Consultant's Notice insofar as they would entitle the Consultant to terminate the Appointment or treat the Appointment as having been repudiated by the Contractor or to discontinue the performance of any duties to be performed by the Consultant under the Appointment have been remedied; or
- 6.3.2 the Beneficiary gives notice in writing to the Consultant substituting the Beneficiary for the Contractor as "Client" under the Appointment (a **"Notice of Substitution"**).
- 6.4 Upon, but not before, the giving of a Notice of Substitution the Consultant shall accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Services:
- 6.4.1 upon the terms and conditions of the Appointment; or
- 6.4.2 if required by the Beneficiary upon the terms and conditions of a new contract between the Consultant and the Beneficiary in the same terms (as nearly as may be) as those contained in the Appointment.
- 6.5 The Beneficiary shall be entitled but not obliged to give the Consultant a Notice of Substitution if the Contractor is in breach of a term of the Building Contract that would allow the Beneficiary to terminate the Contractor's employment under the Building Contract.

- 6.6 Upon the giving of any Notice of Substitution all obligations of the Consultant to the Contractor under the Appointment whether in respect of matters arising before or after the giving of a Notice of Substitution shall be deemed to be obligations to the Beneficiary as if it had at all relevant times been a party to the Appointment in place of the Contractor.
- 6.7 The Consultant shall be entitled to rely on a Notice of Substitution given under clause 6.5 as conclusive evidence for the purposes of this clause 6 of the Contractor being in breach of the Building Contract.

7. INSURANCE

- 7.1 The Consultant shall at all times until the date of the twelfth anniversary of practical completion of the Works maintain professional indemnity insurance with reputable insurers or underwriters authorised to carry on insurance business in the United Kingdom for the minimum level of cover of twenty million pounds (£20,000,000) for each and every claim and which shall not be subject to unusual conditions and excesses to those applicable from time to time, provided that such cover is generally available in the United Kingdom market at commercially reasonable premium rates and on reasonable terms.
- 7.2 The Consultant shall within 14 days of the date of any reasonable request produce to the Beneficiary satisfactory documentary evidence in the form of a current broker's certificate that such insurance is being maintained.
- 7.3 The Consultant shall as soon as reasonably practicable notify the Beneficiary if such insurance cover ceases to be available or in the reasonable opinion of the Consultant is likely to become unavailable in the market at reasonable premium rates and terms and shall specify the reason or reasons why such insurance cover is unavailable or is likely to cease to be available so that the Consultant and the Beneficiary can discuss the means of best protecting their respective positions in the absence of such insurance.

8. GENERAL

- 8.1 Any communication to be given in connection with this Deed shall be in writing in English and shall either be delivered personally or sent by first class post to the address of the relevant party.
- 8.2 A communication sent according to clause 8.1 shall be deemed to have been received:
- 8.2.1 if delivered by hand, at the time of delivery; or
- 8.2.2 if sent by first class post, on the second day after posting.

If, under the preceding provisions of this clause 8.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 a.m. to 5.30 p.m. on a Business Day, it shall be deemed to have been received at 9.30 a.m. on the next Business Day.

- 8.3 The granting of this Deed shall not lessen any other duty that the Consultant may at any time owe to the Beneficiary in respect of the Development.
- 8.4 The Beneficiary shall be entitled to commence proceedings against the Consultant under this Deed at any time prior to the twelfth anniversary of the date of Practical Completion of the Works under the Building Contract or, if earlier, twelve (12) years after termination of the Consultant's engagement under the Appointment.

9. SEVERANCE

- 9.1 Each of the provisions of this Deed and severable from the others. If at any time one or more of the provisions of this Deed is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions of this Deed (or the same provision to any other extent) shall not be affected or impaired in any way.

- 9.2 If any provision of this Deed is or becomes invalid, unlawful or unenforceable (whether wholly or partly) but the provision would be valid, lawful or enforceable if deleted in part, then the provision shall apply with the minimum deletion necessary to make the provision valid, lawful, enforceable.
- 9.3 The Consultant and the Beneficiary may agree to amend this Deed in order to ensure that its terms are valid, lawful and enforceable.

10. JURISDICTION AND APPLICABLE LAW

- 10.1 This Deed and any dispute or claim arising out of or in connection with them or the subject matter or formation of them (including non-contractual disputes or claims) are governed by and are to be construed in accordance with English law.
- 10.2 The Beneficiary and the Consultant irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Deed (including non-contractual disputes or claims), provided that either party may bring proceedings in any other court or jurisdiction for the purposes of the enforcement or execution of any judgment or settlement agreement.

This Deed has been executed as a deed and is delivered on the date stated at the beginning of this Deed.

DRAFT