

Building Control Ancillary Certificates: CIF Guidance Note and Template Letter

May 2025



Section 1 – Introduction and Background

The CIF has developed a series of supports and tools for members to help them understand Design Risk and Building Control on the construction projects. These can be found on the CIF's Contracting and Innovation Resource Hub at <https://cif.ie/bcar-supports/>.

Unfortunately, members continue to report instances where they are being requested to provide inappropriate ancillary certificates like the:

- S_D: Design (Commencement/ 7 Day Notice)
- S_C: Design (Completion)
- S_I: (Inspection)

IMPORTANT NOTE: The S_D/S_C/S_I suite of certificates were agreed between the Professional Bodies without the CIF's involvement.

There are several key areas outlined below that members must consider on this matter, which apply to both employer designed and contractor designed contracts.

1.1 Key Areas

Firstly, it is critically important to be aware of what is contained in the contract. Therefore, always ensure you have read the contract documents and identify what industry agreed ancillary certificates you are being asked to provide. The CIF recommends that contractors, builders, subcontractors and the specialist designers (*now all referred to as contractors*) that they appoint; should **only** provide a C_s and/or C_{ss} certificate.

There are two scenarios to consider:

1. Are you being asked to contractually sign up to provide the S_D/S_C/S_I suite of certificates at tender stage? and/or;
2. Are you being asked to provide them post tender without any contractual obligations?

In both scenarios you need to consider the factors outlined below.

1.1.1 Clause 6 and 7 in the S_D and S_C certificates

There are two clauses contained in the S_D and S_C certificates, which members should be aware of:

1.1.1.1 Clause 6 states the following:

*“6. **We confirm that our plans, calculations, specifications and particulars included in the Schedule to the Commencement / 7 Day Notice** to which this certificate is relevant, and which have been prepared exercising reasonable skill, care and diligence, have been prepared to demonstrate compliance with the requirements of the Second Schedule of the Building Regulations in so far as they apply to the building works concerned.”*

The important wording is highlighted in yellow. As a contractor you need to consider whether you will do or have done this work i.e. *did you include plans, calculations and specifications in the schedule to the commencement notice?* In practice, contractors are not involved with the commencement notice. If your answer is “no”, then the CIF would recommend you strongly consider not signing up to this requirement, whether at contract stage or during the contract.

If you have contracted yourself to do so; we recommend that you consider this guidance note and seek a meeting with your client to outline the ramifications of doing so for all parties; as set-out herein.

1.1.1.2 Clause 7 states the following:

*“7. **Under our Conditions of Engagement we are responsible for co-ordinating and integrating within our overall design of designated elements of the works the design of such parts of the works as will be designed to the requirements of our performance specifications** by specialist suppliers and/or sub-contractors and our certification is contingent on the design of such parts and proprietary products being in compliance with the requirements of our performance specifications and of the Second Schedule to the Building Regulations insofar as they apply to the elements concerned.”*

Again, the important wording is highlighted in yellow. As a contractor you need to consider whether you are operating under “Conditions of Engagement”, which are normally used when appointing a consultant. Also, you need to consider if you will do or have done this work i.e. *have you prepared performance specifications and integrated design under a conditions of engagement contract?* In practice, contractors, do not normally take responsibility for the integration of other design elements and/or prepare performance specifications, which is normally considered the competence of the primary designer.

However, you should be aware if you are responsible for integrating the design of your subcontractor/specialist into the design of designated works you may have been allocated responsibility for.

If you have contracted yourself to do so; we recommend that you consider this guidance note and seek a meeting with your client to outline the ramifications of doing so for all parties; as set-out herein.

1.1.2 Potential Ramifications

Therefore, providing an S_D/S_C/S_I certificate that does not reflect the work you have done or will do, as explained above could be seen as a misrepresentation of the sequence of events and the execution of your works.

Such an action may be considered a serious misstatement or false declaration with potential legal and regulatory consequences under the Building Control Regulations.

It could also invalidate your Professional Indemnity Insurance and the subrogation rights of the assigned certifier and others to recover costs under the policy.

If subcontractors provide these certificates to the Assigned Certifier, they could also bind the Main Contractor into the warranty. Therefore, subcontractors for example should pass any certification through the Main Contractor and not be coerced in providing them directly to the design team/building owner/statutory certifiers.

1.1.3 Counter Arguments by Statutory Certifiers

While you may be presented with the argument that item 4 in Practice Note 1 and 2 provides for the scenario whereby a contractor/builder would provide an S_D/S_C/S_I suite of certificates; the CIF's recommends you follow this guidance note and ask yourself whether or not you have actually done what the certificates are asking you to sign up to. The CIF's view is that Item 4 in Practice Note 1 and 2 is an error and therefore should be deleted. It does not reflect industry practice and is likely to lead to the ramifications outlined above to the detriment of all parties.

1.2 CIF Recommendations

Recommendation 1: In the case of being requested to provide an S_D/S_C/S_I suite of certificates without a contractual obligation to do so; you may wish to use the template letter enclosed and refer to this CIF Guidance Note.

Recommendation 2: In the case where you are being asked to take or have a contractual obligation to provide a S_D/S_C/S_I suite of certificates you may wish to consider the following:

- Prior to contract and appointment, assess the contractual documents and identify what certificates you are being asked to provide; and do they reflect the work you will be undertaking on the project.
 - If they do, then ensure that you have measured the risk and priced it appropriately in your tender.
 - If not, then it is strongly recommended you consider seeking a meeting with the statutory certifiers/design team and/or building owner to outline why you cannot provide the S_D/S_C/S_I suite of certificates referencing the rationale and ramifications for doing so, as set out herein.
- If you have found yourself in the position that you have contractually obligated yourself to provide them, you may find yourself in breach of contract if you do not do so. In this case, it is recommended that you consider seeking a meeting with the statutory certifiers/design team and/or building owner to outline why it is not appropriate to provide the S_D/S_C/S_I suite of certificates; referencing the rationale and ramifications for doing so, as set out above.

IMPORTANT NOTE: The CIF recommend members take extreme caution at tender stage as to what certificates you are being asked to provide as it could have significant negative ramifications for your own business and that of others.

Section 2 - Template Letter

The [Your Company Letterhead]
[Addressee]

[Date]

Subject: Clarification Regarding the Provision of Ancillary Certificates of Compliance: Design (S_D/S_C/S_I)

Dear Sir/Madam,

We are writing to you in response to your request for the provision of a [S_D/S_C/S_I] certificate(s).

Our assessment of our contractual obligations indicates that we have agreed to provide the industry agreed CIF – 01 (C_S) and CIF – 02 (C_{SS}) form of ancillary certificates as set out in the contract documents.

We understand from your request that you are now seeking us to provide you with additional ancillary certificates in the form of the [S_D/S_C/S_I] suite certificate(s), which were agreed between the Professional Bodies only.

Unfortunately, we cannot provide you with these forms of certificates as they do not reflect the sequence of events and actual work that we and/or our supply chain have done as described in the warranties set out in Clauses 6 and 7 of these certificates.

To do so would mis-represent our work and would likely have significant negative ramifications for not only our own professional indemnity insurance policy; but also those of others and their subrogation rights.

We are committed to adhering to the requirements of the Building Control Regulations and ensuring the accuracy of all certificates and documentation provided in relation to our building projects. Therefore, we are happy to provide the relevant CIF Ancillary Certificate (C_S or C_{SS}) for the relevant works elements. Where associated design has been undertaken; then the annex 1 and 2 of these certificates will be completed with all necessary detail required by the relevant subcontractor or specialist.

Yours faithfully,

[Name of Contractor/Builder Company]

[Signature of Authorised Representative]

[Printed Name and Title]

IMPORTANT NOTE: Please note that this guidance note and template letter should not be considered definitive legal advice and we recommend you consider consulting with your legal advisers for specific guidance on the matter.