
**AGENCY AGREEMENT BETWEEN THE HEALTH AND SAFETY EXECUTIVE AND THE
BUILDING SAFETY REGULATOR RELATING TO THE TOWN AND COUNTRY PLANNING
(GENERAL PERMITTED DEVELOPMENT) (ENGLAND) ORDER 2015**

This Agreement is made between the Health and Safety Executive (the "Executive") and the Building Safety Regulator (the "Regulator") under section 13(3) of the Health and Safety at Work etc. Act 1974, in relation to functions under section 54 of the Planning and Compulsory Purchase Act 2004 (the "2004 Act"), read together with article 22(1)(fa) of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and the Town and Country Planning (General Permitted Development) (England) Order 2015 ("GPDO 2015"), Schedule 2, Part 20, para. B(6A) and para B(2)(h)(ii).


These provisions provide that where an application in relation to a proposed development under Class A relates to prior approval as to fire safety impacts, the local planning authority must consult the Executive and the Executive must give a substantive response.

Following the establishment of the Regulator as a new body and the transfer of building safety functions to the Regulator, the functions of the Executive in GPDO 2015, Schedule 2, Part 20, para. B(6A) and para. B(2)(h)(ii) are expected, by virtue of legislative amendment, to be transferred to the Regulator. However, the amendments will not take effect before 1 June 2026, from which date it is envisaged that staff will be transferred from the Executive to the Regulator, so that the Regulator will be performing these functions.

IT IS THEREFORE AGREED THAT—

1. The Regulator shall perform on behalf of the Executive the functions of handling, considering and responding to consultations under GPDO 2015, Schedule 2, Part 20, para. B(6A) ("para B(6A) consultations").
2. Nothing in this Agreement shall affect the right of the Executive itself to exercise any of the functions conveyed under this Agreement and when it does so, it shall notify the Regulator in writing. The Regulator will not exercise any such function to the extent specified in the notification after having received such notification.
3. All functions covered in this Agreement shall be carried out in accordance with any separate governance arrangements agreed between the Executive and the Regulator.
4. The Regulator shall indemnify the Executive against the whole or part of any damages, costs or expenses which the Executive is liable to pay by reason of being in breach of section 54 of the 2004 Act as a result of the Regulator's failure to respond, or delay in responding, to para B(6A) consultations.
5. This Agreement shall come into force on 1 June 2026, or the date on which the first transfer of staff employed by the Executive to the Regulator takes place, if later. It shall terminate upon the entry into force of legislative amendments transferring the functions of the Executive to the Regulator.
6. This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.
7. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

IN WITNESS of this Agreement

Signed by: 
Full name: **ANDREW ROE**
Andrew Roe
Chair of the Building Safety Regulator

Date: **1 JUNE 2016**

IN WITNESS of this agreement the Common Seal of the Executive has been affixed this
FIRST day of **JUNE** 2026

THE COMMON SEAL OF THE HEALTH AND SAFETY EXECUTIVE
is authenticated by:

Sarah Newton
Chair of the Health and Safety Executive

Date: 24th May 2026

IN WITNESS of this agreement the Common Seal of the Executive has been affixed this
day of 2026

THE COMMON SEAL OF THE HEALTH AND SAFETY EXECUTIVE
is authenticated by:

Sarah Newton

Sarah Newton
Chair of the Health and Safety Executive



