Analysis Report

L.N. 305 of 2026

Amendments to S.L.623.06

11/11/2026

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Kamra tal-Periti

Executive Summary

The Kamra tal-Periti directed periti on 2nd November 2026 to suspend all BCA clearance requests because L.N. 305 of 2026 exposes them to undefined new liabilities. The directive (DIR 08/26) remains in force until the Kamra's proposed amendments have been negotiated and the BCA portal transfers the clearance fee to developers. It is not industrial action: it protects the profession from regulatory overreach and from the denaturing of its role. For dangerous structures, periti should follow BCA Circular CIR 4/25 only up to the receipt of the Automatic Clearance to Start Works, and **should not file** the digital SMRFs until further notice. BCA Circular 1/26 should also be disregarded until further notice.

L.N. 305 of 2026 was published in the Government Gazette on 30th October 2026. It amends the Avoidance of Damage to Third Party Property Regulations (S.L. 623.06). The Kamra was consulted once, on an early draft. The final text was never shared with it before publication, despite repeated assurances that it would be.

During the consultation, the Kamra submitted detailed proposals, several of which it identified as red lines. Most of its substantive proposals, including those red lines, were set aside without explanation. The most serious concern is the new definition of "Planning Perit". It makes the perit who files a planning application responsible for the "compliance of the project with planning and development requirements (including planning permit conditions)". It sets no limit on what that covers, how long it lasts, or how it relates to the developer's own legal obligations. The Kamra's legal advisers confirm that the concern is legitimate. In their view the definition is capable of supporting a broader reading of the Planning Perit's duties in civil and disciplinary proceedings at every stage after the permit is granted, including requirements that the law otherwise places on developers or other professionals. They advise that KTP has reasonable grounds to seek a legislative amendment.

If the definition is not amended, periti will be held responsible for compliance they do not control. The Kamra will then publish standard contract clauses giving periti full control of their projects, including procurement and overall project direction, and will assess the fee surcharges and insurance premiums that the new liabilities require.

Some of the points the Kamra raised are reflected in the published text. "Perit" is defined by reference to the Periti Act; removing existing floor finishes is not treated as excavation;

suspected misuse of the emergency provisions is referred to the Kamra for disciplinary consideration; and condition reports are limited to properties materially affected by the works. Beyond the Planning Perit, however, the Council has identified further problems:

- The Regulations now reach almost every site, including sites with no third parties, where third-party liability insurance cannot be obtained and condition reports cannot be drawn up.
- Clearance fees, which the Regulations place on the developer, are being charged to periti through the BCA portal.
- Ground investigations, which the Regulations themselves require, now need a clearance of their own.
- Periti still make access declarations and produce proof of notices on neighbouring property, and the undefined “developer’s representative” may be read as the perit.
- A neighbour’s claim can be held up indefinitely while a developer’s insurer considers it, and the Industry Guarantee Reserve has conflicting time limits and a Committee with a single perit.
- Public road works and Government entities are given exclusions and exemptions that private developers do not enjoy.

The Kamra is seeking an urgent amendment to L.N. 305, starting with the Planning Perit definition. It proposes defining the Planning Perit simply as the perit who filed the planning application on behalf of a client. The Kamra opposes outright any attempt to make periti answerable for the planning compliance of projects they do not control.

How the consultation unfolded

The Kamra had one meeting on one draft, and never saw the text of the Regulations as published. This analysis is therefore the first opportunity the profession has had to respond to a defined legal text.

Date	Event
12 August 2026	The BCA sends the Kamra an early draft of the amendments.
12 August 2026	The BCA sends a calendar invitation to a meeting the following day, at extremely short notice and without any explanation or context.
13 August 2026	All the Kamra's representatives are abroad and cannot attend. The Kamra is assured that it will be amply consulted, but told that strict political timelines need to be observed.
20 September 2026	The Kamra returns the draft with tracked changes and detailed comments, several marked as red lines.
22 September 2026	The Minister and the BCA CEO announce, at a press conference, a new fee-based approach to third-party protection.
12 October 2026	First and only consultation meeting. KTP: Perit André Pizzuto (President) and Perit Ivynne Grixti (Honorary Treasurer). BCA: Perit Roderick Bonnici (CEO), Dr Ivan Meli (Chief Officer Legal), Mr Brian Loffreda (Chief Officer Permitting) and Dr Kimberly Galea (Legis Services, external legal consultants). The CEO and Chief Officer Legal could not attend the whole meeting.
12 October 2026	The Kamra explains each proposal in detail. It emerges that the draft under discussion has since changed significantly. The BCA agrees to send the latest version for review before publication.
12–30 October 2026	The latest version is not sent, despite repeated assurances.

Date	Event
30 October 2026	L.N. 305 of 2026 is published in Government Gazette No. 21,743.
1 November 2026	The amendments come into force (a Sunday).
2 November 2026	On the first working day under the new regime, periti inform the Kamra that the amendments are in force. The Council issues DIR 08/26 the same day.
3 November 2026	In a telephone call with Dr Ivan Meli, the President raises three preliminary objections: the Planning Perit definition, clearance fees being charged to periti instead of developers, and the new clearances for ground investigations.
4 November 2026	Times of Malta reports the directive, the Kamra's initial position and the BCA's response.
9 November 2026	The Kamra receives its legal advisers' opinion.
10 November 2026	The Council completes its review of the new provisions.

The BCA told Times of Malta that all stakeholders were "amply consulted", that several of the Kamra's points were taken into account, and that the new approach was announced at the 22nd September press conference, to which, it said, the Kamra was invited. The Kamra does not accept this account.

- **The Kamra was not invited.** It received no invitation to the 22nd September press conference.
- **A press conference is not consultation.** It announced a policy direction. It did not put a legal text to the profession, and it came two days after the Kamra had submitted its detailed comments.
- **The Kamra never saw the final text.** Its one meeting was on a draft the BCA itself said had since changed significantly, and the revised version it was promised never arrived.
- **No points were identified as addressed.** The BCA has not said which of the Kamra's proposals it accepted. The annex shows that the red lines, starting with the Planning Perit definition, were not adopted, and no reasons were given.

The Planning Perit: the central objection

The definition of “Planning Perit” is the reason for DIR 08/26. It attaches an open-ended compliance responsibility to the perit who files a planning application, without saying what that responsibility requires or when it ends.

What the Regulations now say

Regulation 3 now defines the Planning Perit as “a *Perit* who is authorised to submit applications before the Planning Authority or act in the planning stage of a development, and who is responsible for the design, coordination and compliance of the project with planning and development requirements, including planning permit conditions, distinct from responsibilities at the execution stage”. The Maltese text (“*Perit tal-Ippjanar*”) is to the same effect.

The Planning Perit is also added to the Second Schedule. Under the new regulation 4A(2), the perit in charge of the project must list every party in the Second Schedule before the BCA issues any clearance. Every clearance file will therefore name a Planning Perit.

What the Kamra proposed

The Kamra proposed this definition instead: a perit “who has filed a planning application in accordance with the Development Planning Act on behalf of a client”. That wording identifies the professional for the clearance file without assigning duties by definition. It was not adopted, and no reason was given.

Why the published definition is a problem

1. **It attributes responsibility for compliance, not only for design.** Designing a project that complies with planning requirements is a professional task, and it is also moot by the time a BCA clearance is sought: the planning permit has already been granted,

confirming that the design complies. Securing that the developer and others actually comply with permit conditions is a different matter, and the definition does not separate the two.

2. **It overlaps with the developer's obligations.** Many requirements arising after the permit is granted, before, during and after the works, belong in law to the developer: commencement notices, BCA clearance, pre-commencement conditions, insurance declarations and fees. The definition does not say which of these, if any, the Planning Perit must now secure.
3. **It has no boundary in time.** The definition separates planning from execution, but does not say where one ends and the other begins. Nor does it say whether the responsibility survives the end of the engagement or the appointment of another perit.
4. **It describes a role, not duties.** Neither regulation 4A(2) nor the Second Schedule states what the Planning Perit must do to discharge the responsibility. A professional cannot comply with an obligation whose content is unknown.
5. **It contradicts the rest of the Regulations.** Elsewhere, S.L. 623.06 allocates responsibility with care. Regulation 9 splits the method statement between the perit who prepares it, the site technical officer who enforces it and the contractor who implements it. The Planning Perit definition abandons that discipline.
6. **"Authorised to submit applications" describes every perit.** Authorised by whom? The authority to file a planning application is granted by the State through the warrant: being a perit is itself the authorisation. Read literally, the first limb of the definition covers every warranted perit, not only the one engaged on the project. What the drafters presumably mean is a perit appointed or engaged by a client, and the wording should say so, as the Kamra's own definition does.

In practice, this exposes periti to breaches they cannot prevent. Planning breaches often arise late in a project, particularly during finishing works, when the planning perit may no longer be engaged, or after completion, when the perit has no influence at all. Periti have neither the contractual means to control a developer's conduct nor insurance designed for this exposure. As the Kamra told Times of Malta, it is akin to holding a lawyer responsible for a client's wrongdoing. Enforcement for breaches of permit conditions has always been directed at the permit holder or owner, and that is where it belongs.

Fire safety illustrates the point. Compliance with the fire safety report forming part of the planning permit falls outside the competence and responsibility of the Planning Perit. Yet, as the definition is worded, if the fire safety systems are not installed, responsibility falls squarely on the Planning Perit, even where the perit was never engaged by the client to manage the project.

Compliance with the sanitary regulations is another. If the Planning Perit is not engaged to control the finishing works, he or she has no way of ensuring that tile layers and soffit installers respect the minimum clear internal heights, for example. Yet a breach would fall on the Planning Perit all the same.

If the definition is not amended

If the definition stands, periti will carry responsibility for planning compliance without the authority to secure it. Responsibility without control is untenable, so the Kamra will act to give periti both the control and the protection that the new liabilities demand:

- **Standard contract clauses.** The Kamra will publish standard clauses under which periti take full control of projects from their clients, including procurement and overall project direction.
- **Professional fees.** The Kamra will engage financial advisers to estimate the surcharge to be added to pre-agreed professional fees to cover the new, more onerous liabilities.
- **Professional indemnity insurance.** The Kamra will hold discussions with insurers and brokers on the effect of these provisions on professional indemnity premiums.

The resulting costs would ultimately be passed on to clients and to the cost of development. They can be avoided by amending a single definition.

What the Kamra's legal advisers found

The Kamra put a series of questions to its legal advisers. Their answers, in summary:

Question	Advice
Does the definition have legal effect, given that planning is regulated under Cap. 552?	Yes. The Minister has power under article 17(3)(a) of Cap. 623 to regulate stakeholders' duties. Through regulation 4A(2) and the Second Schedule, the definition has an operative role in the clearance process. Whether it merely reflects existing duties or imposes new ones is uncertain, and new duties cannot safely be inferred from the definition alone.
Does it expand periti's professional, civil or regulatory liability?	Potentially. No existing law makes the submitting perit generally responsible for the developer's compliance with all permit conditions. The definition does not distinguish the perit's own functions from the developer's obligations, and its wording may influence how duties are assessed in civil or disciplinary proceedings. The advisers see a material risk of a broader interpretation.
Does it transfer the developer's obligations to the Planning Perit?	Not expressly. Cap. 552 still determines liability for breaches of permit conditions, and L.N. 305 does not amend it. But concurrent responsibilities are not excluded.
Does it apply retrospectively?	It is highly improbable that it imposes duties for services completed before it came into force. Clearance applications filed after that date fall under the new framework even if the permit is older. The same exposure applies to ongoing projects from 1 November 2026 onwards, even where no responsibility form has been signed.

The advisers conclude that the Kamra has legitimate grounds for concern and reasonable grounds to seek a legislative amendment.

Other provisions the Kamra objects to

Beyond the Planning Perit, the Kamra objects to the following provisions of S.L. 623.06 as amended by L.N. 305.

Scope and terminology (regulations 2(1), 3 and 4)

- **Applicability.** Regulation 4 now applies the Regulations to "all demolition, excavation and, or building works", except those in the Eighth Schedule. The link to third-party property is gone, so almost every site needs a clearance, a fee and €750,000 of third-party cover whether or not any neighbour is at risk. Where there are no third parties, it is impossible to take out third-party liability insurance or to draw up condition reports, so periti cannot square the circle on their clients' behalf. This was the main defect of S.L. 623.11, and L.N. 305 carries it over into S.L. 623.06 without addressing it. The Regulations should apply only to civil works that affect third-party property, as their title and purpose require.
- **Terminology.** Retaining "building work" is inconsistent with the BCA Act: the original S.L. 623.06 predates the Act by two years, and the correct term is "construction". For the same reason, "construction work" should become "civil works", defined as including all demolition, excavation and construction, and "construction site" should become "site". As it stands, regulation 4 speaks of "building works", regulation 4A(1) of "construction works" and regulation 2(1) of "authorised works".

Floor build-up (regulation 3)

The definition of floor build-up does not make sense. It refers to layers "installed above a structural floor slab", a term normally used for a suspended slab. In the context of excavation, floor build-ups are laid on ground slabs. This may sound pedantic, but precise technical language is critical to guarantee public safety and regulatory compliance:

- Most lowermost floors, particularly in buildings more than about 15 years old, are not laid on ground slabs at all.

- Whether there is a slab under a finished floor cannot be known until the floor is taken up. If a ground slab is assumed and none is found, the client will be in breach of the Regulations and exposed to administrative and criminal sanctions.

The Kamra proposes:

> *"floor build-up" means the layers of materials and finishes laid on the ground slab or, where there is no ground slab, on the rock or fill on which the floor is laid, including screeds, sand beds, insulation, waterproofing, underfloor service installations, adhesives, tiles and any other floor finishes;*

The Maltese term and definition are ambiguous and not idiomatic. *Art* means both "floor" and "land", and the published text uses it in both senses within the same definition, so *kompożizzjoni tal-art* can be read as the composition of the ground. *Torba* is also not the translation of screed: *torba* is a sand-based layer used for formation levels, while screed is low-grade concrete forming a surface on which materials are fixed with adhesive. The Maltese should read:

> *"saffi tal-art" tfisser is-saffi ta' materjali u finituri impoġġija fuq is-sodda strutturali jew, fejn ma hemmx sodda strutturali, fuq il-blat jew ir-radam li fuqu tkun impoġġija l-art, inkluż s-sodda għall-finitura, it-torba, l-insulazzjoni, il-membrani kontra l-ilma, l-installazzjonijiet ta' servizzi fis-saffi tal-art, il-kolla, il-madum u kwalunkwe finitura oħra tal-art;*

The same ambiguity runs through the Maltese definition of excavation. The land sense should be expressed as *blat*, leaving *art* to mean floor only:

> *"skavar" tfisser il-qtugħ jew it-tneħħija ta' blat, tafal, konkos jew materjal ieħor iebes jew solidu, it-tneħħija ta' kwalunkwe materjal ieħor naturali jew imqiegħed mill-bniedem li jifforma parti mill-blat, jew it-tneħħija ta' kwalunkwe materjal konsolidat, mil-livell eżistenti tal-art impoġġija jew mil-livell tas-sit 'l isfel:*
>
> *Iżda fejn sit diġà kien soġġett għal żvilupp preċedenti, it-tneħħija ta' kwalunkwe kisi tal-art eżistenti minn qabel, inkluż l-finitura tal-art u s-saffi tal-art eżistenti, ma għandhiex titqies bħala skavar;*

Ground investigations (regulations 3 and 4A(7))

Regulation 4A(7) requires a partial clearance, the Second Schedule details and a declaration of insurance cover before any trial pit, borehole or archaeological excavation. The Fifth Schedule itself requires ground investigation to prepare an excavation method statement, so periti now need a clearance to gather the information needed to apply for a clearance.

The requirement is completely unacceptable and irrational. It interferes with periti's professional obligation to carry out the studies needed for feasibility assessments and structural and geotechnical design. There are no valid grounds for an additional approval process that brings condition reports and an insurance declaration for what is, in some cases, at most a thirty-minute job. By adding cost and time to an already burdensome BCA process, it deters proper ground investigation before works start, discourages compliant behaviour, and adds risk to an industry already fraught with it.

When the Kamra raised this in October, the BCA said the requirement responds to the 2024 incident in Sliema. Those works were not a ground investigation. No perit was allegedly involved so they could by no means be construed as such. The label was used to justify works carried out without a clearance. Misdescribing unauthorised works is a matter for enforcement against those responsible. It does not justify placing every legitimate investigation by a perit under clearance, fees and insurance requirements.

Regulation 4A(7) must be repealed immediately, and ground investigation excluded from the definition of excavation.

Prescribed forms (regulation 4A(3))

The BCA will process only documents submitted on its prescribed forms. This is an attempt to force periti's professional reports onto the BCA's digital templates. The Kamra is strongly opposed to this kind of regulatory interference in the discharge of professional duties. Templates can be offered as optional tools for periti to use, but under no circumstances should they be mandated.

Clearance fees (regulation 6(3))

The developer pays the Tenth Schedule fee. In practice, the BCA portal requires the perit to pay when filing, so periti advance their clients' fees with added cost, administration and the risk of recovering them. Fees were never discussed during the consultation. The portal should let the developer pay directly when digitally signing the clearance form.

Damage claims (regulation 6(4))

- **Two-week window.** Two weeks is far too short. In that time a neighbour is expected to obtain quotes, engage a perit, have the damage inspected, have a detailed damage report and estimate drawn up, and negotiate with the developer. In practice, the provision pushes neighbours straight to the authorities and into hostile litigation, undermining the peaceful continuation of the project. The implication that a late notice may bar access to the Reserve damages the sensitive relationship between developers, neighbours and their professional representatives for no apparent gain. The period should be "not more than three months", as the Kamra proposed in September. Neighbours would remain free to notify the BCA earlier.

- **Settlement agreements.** Parties who settle amicably must still file their agreement with the BCA. This is, again, a heavy-handed intrusion into civil agreements between private parties. Once a claim is settled, the regulator has no role in it, and the agreement should not need to be notified.

- **Insurer's determination.** A neighbour cannot go to the Reserve while the developer's insurer considers a claim, and there is no time limit on the insurer.

Neighbours' periti (regulations 7(2) and 7(5))

New provisos let several owners in a complex within an excavation affected zone jointly engage one perit to submit a single report. The BCA should not regulate how clients engage

periti. Neighbours can already engage one perit jointly, with or without the proviso, and the choice should be left entirely to them. As the Kamra stated during the consultation, the provisos are regulatory overreach and should be deleted on principle.

Condition reports and access (regulations 7(4) and 7(8))

- **Developer's representative.** Regulation 7(4) makes the developer "and, or the developer's representative" responsible for submitting condition reports and notifying owners. Who is the developer's representative? The term is undefined, and an unknown figure cannot be held responsible for anything.

- **Access.** Under regulation 7(8), where access is refused or the owner cannot be traced, the perit declares, on the developer's behalf, the attempts made, and must include proof that a Ninth Schedule notice was affixed on the neighbouring property. The perit has no professional obligation to identify and trace third parties or to notify them. That is the developer's exclusive administrative responsibility. Nor does the new wording, under which the perit acts "on behalf of the developer", cure the problem. Whether a perit acts on someone's behalf is a civil and contractual matter between perit and client, and the BCA has no need to regulate it.

The Kamra's wording for regulation 7(8) must be adopted:

> *(i) Where a third party property owner or occupant refuses entry to the perit appointed by the developer to inspect a third-party property for the purposes of drawing up the condition reports, the developer shall make a written declaration giving details of his attempts to provide access to the neighbour's property for the perit appointed to prepare the condition reports, including the notification or attempts of notification by registered mail, or electronic mail for the purpose of preparing the condition report and include such details in the method statement;*
>
> *(ii) where the identity of the owner or, occupant of contiguous property is unknown or cannot be traced, the developer shall affix a notice in accordance with the Ninth*

Schedule on a prominent area of the third-party property at least three (3) weeks before the commencement of any construction works. If, after the three (3) weeks have elapsed, the developer is unable to provide access to a perit for the inspection of the third-party property for the purpose of preparing a condition report, he shall provide the Authority with proof of his notice affixation.

Industry Guarantee Reserve (regulations 20B, 20D and 20E)

- **Committee.** Only one of the five members is a perit, although the Committee assesses damage reports, causation and remedial costs. Periti should form the majority.
- **Claims.** Claims require a perit's report on the extent and cause of damage, but no estimate of remedial works. There is also no incentive for developers to settle: the Kamra proposed a 50% surcharge on the value of remedial works where a court finds that a developer refused to settle on frivolous or vexatious grounds.
- **Time limit.** Claims are barred two years after the damage occurred, while the rest of the regime runs from the certificate of completion. There should be a single limit of three months from certified completion.

Exemptions (regulation 26)

- **A regulatory short-circuit.** Where the perit certifies under regulation 26(1) that third parties will not be affected, regulations 4, 5, 6, 7 and 8 do not apply. But regulation 4 sets the Regulations' applicability: if it does not apply, none of the Regulations apply, regulation 26 included. Regulation 4A, the clearance requirement, is not disapplied. The Kamra surmises that the intention was to disapply regulation 4A, not 4. Regulation 4A makes no provision for a regulation 26 certification in any case, which leaves the €100 "Regulation 26" fee in the Tenth Schedule without a procedure to attach to.
- **Government entities.** Regulation 26(2)–(4) let the BCA Board exempt any Government authority, agency or entity from requirements it considers unreasonable. This is completely unacceptable. Public entities should be subject to the same scrutiny as the

private sector. As the Kamra has stated publicly before, they should not benefit from short-cuts, loopholes or special privileges. Regulation 4A(6)(a) confirms that emergency works by Local Councils and public authorities are expected to benefit from these exemptions. These sub-regulations must be deleted.

Excluded works (Eighth Schedule)

- **Road works.** Road works authorised, carried out by or on behalf of any public entity are excluded. The Kamra strongly opposes this exclusion until a suitable alternative is created to protect third-party property from the extensive damage road works cause.
- **Internal finishing works.** The English and Maltese texts are inconsistent: the English excludes "external screeds", while the Maltese refers to *torba esterna*, which means sand beds. It is also unclear why screeds are treated differently from waterproofing, when both are critical components of roofing works and are generally carried out in sequence.

Drafting errors

- **References.** S.L. 623.06 still refers throughout to "the Director", and L.N. 305 repeats the term in its new texts of regulations 7(5) and 26(1). The Director is an obsolete figure from the former Building Regulation Office; the BCA is now headed by a Chief Executive Officer, and the amendments elsewhere refer to "the Authority" and its CEO.

Provisions amended as the Kamra requested

The published text reflects the following proposals the Kamra made in September 2026:

- **Perit (regulation 3).** "Perit" now has the meaning given in the Periti Act.
- **Floor finishes (regulation 3).** The removal of pre-existing flooring, floor finish and floor build-up on previously developed sites is not treated as excavation.
- **Discipline (regulation 4A(5)).** Suspected misuse of the emergency provisions is referred to the Kamra tal-Periti for disciplinary consideration, as the Periti Act requires, and the BCA has no power to impose administrative penalties on periti.
- **Condition reports (regulation 7(4)).** The Kamra welcomes, at long last, the recognition of periti's professional judgement: the perit in charge identifies the properties "materially affected" by the works, and the developer is responsible for submitting reports and notifying owners.
- **Reserve Committee (regulation 20B(1)(b)).** The Committee includes "a *Perit*", not a "warranted Perit": only a warrant holder may lawfully use the title.
- **Notice (Ninth Schedule).** "Nature of Proximity" replaces "Nature of Adjacency", as the notice also covers overlying and underlying properties.

What this means for periti now

DIR 08/26 remains in force: periti must not file new BCA clearance requests until the Council lifts the directive. For dangerous structures:

- **Follow BCA Circular CIR 4/25 only up to the Automatic Clearance to Start Works.** Submit the request by email as the circular sets out, and proceed with the works once

the automatic clearance arrives. Third-party insurance cover should still be obtained and presented, but in compliance with L.N. 305, not the repealed S.L. 623.11.

- **Do not file the digital SMRFs until further notice.** Under CIR 4/25, the perit must upload, within 12 hours of clearance, the digital responsibility forms with the details of every responsible party. L.N. 305 now requires those details to follow the Second Schedule, which includes the Planning Perit, so filing them would mean accepting a Planning Perit role that the Kamra rejects.

- **Disregard BCA Circular 1/26 until further notice.** Issued after L.N. 305, it states that it supersedes CIR 4/25. It moves the Digital Summary Responsibility Form and the €150 Tenth Schedule fee to the start of the process: both must be submitted, and the fee paid online, with the initial request, before any clearance is issued. Following it would mean naming a Planning Perit and paying the developer's fee, both of which this analysis opposes.

- **Why the suspension continues.** Every request requires the Planning Perit to sign the site management responsibility form, and by signing it the perit agrees to fulfil the role as the Regulations now define it. The Kamra does not accept that role at all. That is why DIR 08/26 blocks the filing of new clearance requests. Amending the definition as the Kamra proposed is a precondition for lifting the directive, but not the only one: see "What the Kamra is asking for".

- **Completed work.** The Kamra's legal advisers consider it highly improbable that the definition imposes duties for professional services completed before L.N. 305 came into force.

- **Older permits.** Clearance applications filed after the amendments came into force fall under the new framework, even where the planning permit was granted earlier.

- **Ongoing projects.** The Kamra's legal advisers have indicated that the same exposure applies to ongoing projects from 1 November 2026 onwards, even though no responsibility form has been signed for them under the new Regulations. If L.N. 305 is

not revised expeditiously, the Council may need to extend DIR 08/26 to ongoing projects.

- **Clients.** Periti may wish to explain the suspension to clients and record, in their terms of engagement, the scope of services they are providing at the planning stage and when that engagement ends.

Periti with questions about a specific project should contact the Kamra.

What the Kamra is asking for

The Kamra asks Government to amend L.N. 305 urgently, beginning with the Planning Perit definition, and to consult the profession on the actual text before it is published.

Amendments sought

1. Replace the definition of Planning Perit with: a perit "who has filed a planning application in accordance with the Development Planning Act on behalf of a client". The Kamra opposes outright any definition that makes periti answerable for planning compliance they do not control.
2. Limit the Regulations to civil works that affect third-party property, and replace "building work", "construction work" and "construction site" with "construction", "civil works" and "site", consistent with the BCA Act.
3. Adjust the BCA portal so that developers pay clearance fees directly when digitally signing the clearance form, as regulation 6(3) provides.
4. Repeal regulation 4A(7) and exclude ground investigation from the definition of excavation, and make the BCA's forms under regulation 4A(3) optional tools rather than mandatory templates.
5. Replace the definition of floor build-up, in English and Maltese, with the Kamra's wording.
6. Extend the period for amicable settlement under regulation 6(4) to not more than three months, and set a time limit on the insurer's determination.

7. Delete the joint-engagement provisos in regulations 7(2) and 7(5), define or remove "developer's representative" in regulation 7(4), and adopt the Kamra's wording for regulation 7(8).
8. Correct regulation 26(1) so that it does not disapply regulation 4, and delete regulation 26(2)–(4).
9. Remove the exclusion of public road works until third parties have suitable alternative protection, and align the English and Maltese texts of the Eighth Schedule.
10. Set a single claims deadline running from certified completion, keep amicable settlements private, and give periti a majority on the Reserve Committee.
11. Correct the remaining drafting errors identified in this analysis.

Lifting DIR 08/26

Replacing the Planning Perit definition alone will not be enough for the directive to be lifted. That decision will depend on the outcome of negotiations on all the amendments above, and on the BCA portal being updated so that the developer, not the perit, pays the clearance fee.

The Kamra's full tracked-changes proposal, as submitted to the BCA on 20th September 2026, remains available to the Ministry and the Authority. The Kamra is ready to meet at the earliest opportunity to resolve these issues.

Why now?

One final question remains unanswered: why are these changes being made now? L.N. 305 was published six weeks after the Kamra presented its draft National Building and Construction Codes to the BCA. Those Codes set out a comprehensive framework for the industry, and the procedures in S.L. 623.06 should be reviewed within it, not ahead of it.

The industry should not be subjected to frequent and repetitive procedural shocks. Every change of this kind brings new forms, new fees and new liabilities, and periti and their clients must adapt to each in turn. Piecemeal amendments made against strict political timelines, without proper consultation, undermine the very reform the Codes are meant to deliver.

Annex: the Kamra's proposals and their outcome

Of the Kamra's 21 principal proposals made during the consultation, L.N. 305 adopts 5, adopts 2 in part and rejects 14, including the Planning Perit definition.

Provision	Kamra proposal	Outcome in L.N. 305
Reg. 3, Planning Perit	Define as the perit who filed the planning application on behalf of a client; no duties by definition	**Not adopted**
Reg. 2(1), scope	Refer to civil works; minimise risk through effective safeguards	**Not adopted**
Reg. 3, construction works and site	Replace with "civil works"; use the Act's definition of "site"	**Not adopted**
Reg. 3, perit	Adopt the Periti Act definition	**Adopted**
Reg. 3, excavation: floor finishes	Exclude removal of pre-existing flooring, finishes and build-up	**Adopted**
Reg. 3 and 4A(7), ground investigation	Exclude from excavation; delete the partial clearance	**Not adopted**
Reg. 4, applicability	Apply only to civil works that affect third-party property	**Not adopted**
Reg. 4A(3), forms	Professional reports by periti not confined to prescribed forms	**Not adopted**
Reg. 4A(5), penalties	Delete BCA penalties on periti; refer to the Kamra tal-Periti	**Adopted**
Reg. 6(4), claims	File within 3 months of completion; settlements not notified	**Not adopted**
Reg. 6(4), settlement period	Not more than three months, instead of two weeks	**Not adopted**
Reg. 7(2) and 7(5), joint engagement	Delete the provisos	**Not adopted**

Provision	Kamra proposal	Outcome in L.N. 305
Reg. 7(4), condition reports	Perit identifies properties materially affected; developer ensures submission and notification	**Partly adopted**
Reg. 7(8), access	Developer declares access attempts and affixes notices	**Not adopted**
Reg. 20B, Reserve Committee	Majority of periti; fix terms and conflicts wording	**Not adopted**
Reg. 20B(1)(b), “warranted Perit”	Delete “warranted”	**Adopted**
Reg. 20D, settlement incentive	50% surcharge where a developer refuses to settle on frivolous or vexatious grounds	**Not adopted**
Reg. 20E, time limit	Single limit of 3 months from certified completion	**Not adopted**
Reg. 26(2)–(4), Government exemptions	Delete	**Not adopted**
Eighth Schedule, road works	Delete exclusion of public road works	**Not adopted**
Ninth Schedule, notice	“Nature of Proximity” instead of “Adjacency”	**Adopted**

END