

Heatwaves are now a construction delivery risk, not a weather inconvenience.

Extreme heat can affect construction delivery and contractual recovery, requiring measurable site controls and contemporaneous evidence.

THE COMMERCIAL POSITION

Heat is a site condition with contractual consequences.

Extreme heat can affect safety, labour output, supervision, PPE, welfare, sequencing, subcontractor coordination and programme certainty. The question is not simply whether work should continue or stop, but how heat-related decisions are assessed and connected to the contractual position while the facts are live.

A hot day is not, of itself, proof of an excusable delay or recoverable cost. Where delivery is affected, the contractor needs a reliable record of conditions, protective measures, actual output, programme consequences and the contractual steps taken.

01 Heat risk now reaches the programme.

Extreme heat is becoming a live construction delivery risk. It can affect safety, labour output, supervision, PPE, welfare, sequencing, subcontractor coordination and programme certainty. On projects operating under tight programmes and amended contract terms, the issue is not simply whether work should continue or stop.

The issue is whether heat-related decisions are assessed, measured, recorded, notified and connected to the contractor's contractual position while the facts are still live. The recent weather has made the issue difficult to ignore. The Met Office reported that the UK provisionally saw a new maximum temperature record for June for the third consecutive day, with 37.3°C reached at Santon Downham in Suffolk on 26 June 2026.

That point matters beyond meteorology. Where heat affects construction delivery, informal impressions are unlikely to be enough if the issue later becomes a dispute about productivity, delay or payment.

02 Regulation 34 leaves a practical gap.

There is no fixed UK maximum temperature at which construction work must automatically stop. HSE makes clear that heat is a workplace hazard which must be assessed and controlled. For construction sites, the Construction (Design and Management) Regulations 2015 are particularly important.

HSE summarises the CDM position as requiring reasonable workplace temperatures for indoor areas of construction sites and protection from adverse weather for outdoor sites. Regulation 34 recognises temperature and adverse weather as construction-site issues, but its wording is deliberately open.

It requires steps to be taken “so far as is reasonably practicable” to ensure that indoor construction-site temperatures are “reasonable”, and requires outdoor sites to provide protection from “adverse weather” where necessary for health and safety. That wording creates a duty, but it does not create an operating protocol.

For example, it does not: state that heavy manual work must stop at 30°C; prescribe humidity limits; explain when roof work, façade work, groundworks, excavation, concrete pours or high-PPE activities should be reduced, resequenced or paused; identify what equipment should be used for site measurements, how readings should be taken, or when a particular control becomes inadequate.

That flexibility may be legally understandable, but it leaves contractors, employers and site teams making difficult decisions under commercial pressure. A fan in the corner of a warehouse, a revised start time, additional water, a shaded rest area or a change in clothing may each be relevant. Their adequacy depends on the site conditions, work activity, exposure duration, PPE burden, available alternatives and residual risk.

A single temperature reading will rarely be enough. A shaded internal fit-out area with ventilation is not comparable to external façade work, roof work, scaffolding, excavation or heavy manual handling in direct sun. The same air temperature can create very different site conditions depending on humidity, radiant heat, airflow, PPE and work intensity.

HSE's thermal comfort guidance identifies air temperature, radiant temperature, air movement, humidity, clothing/PPE insulation and work rate as relevant factors. Protective clothing also needs careful treatment. A long-sleeved shirt may reduce sun exposure, but it may increase heat load.

Helmets, gloves, high-vis clothing, harnesses, respiratory equipment and specialist PPE may be necessary for the task, but they are not neutral in heat-risk terms. HSE guidance recognises that humidity and PPE can affect heat stress, and that excessive clothing or PPE may be a primary cause of heat stress even where the wider environment is not obviously hot.

THE OPERATING STANDARD

Heat exposure must be assessed at the workplace.

Reasonably practicable controls depend on the task, duration, conditions and PPE rather than one universal air-temperature threshold.

03

The duty is to assess and control real risk.

The courts have not provided a simple heat threshold for construction sites. There is no clear reported UK construction case that says work must stop at a particular temperature. The relevant case law points instead to broader principles of real assessment and practical control.

In *R v Chagot Ltd* [2008] UKHL 73, the House of Lords emphasised the proactive nature of health and safety duties. The duties were described as requiring the employer to achieve or prevent a result, subject to reasonable practicability. In practical terms, where a real risk exists, the duty-holder needs to show what was assessed, what was controlled, why those controls were sufficient and why further steps were not reasonably practicable.

Kennedy v Cordia (Services) LLP [2016] UKSC 6 was not a heat case. It concerned weather-related risk, snow, ice and PPE. However, the principle is useful.

Risk assessment should operate as a practical basis for action, not as a paper exercise. Applied to heat, a general instruction to drink water, take care or wear suitable clothing may not be sufficient if the site has not considered the actual work, actual conditions, actual PPE and actual ability to reduce, resequence or pause activity.

04

Measure conditions before decisions become disputes.

The problem is not just the absence of guidance. The problem is the absence of a clear, commonly accepted construction protocol. UK construction does not currently have a standard operating matrix which identifies when a particular combination of temperature, humidity, radiant heat, PPE burden, exposure and work intensity should trigger reduced output, resequencing or suspension.

Without that protocol, heat-affected work can become a retrospective argument. The employer says the site was hot but workable. The contractor says the activity could not safely or productively continue.

The project records may not be clear enough to resolve the issue. If heat is going to affect working hours, output, sequencing, payment or entitlement, contractors need a defensible measurement process. A thermometer may be useful, but it may not be enough.

Humidity, radiant heat, airflow, direct sun exposure and PPE burden may also matter.

A project heat protocol should identify: what equipment will be used; where readings will be taken; who will take the readings; how often readings will be recorded; whether readings will be taken in shade, direct sun or both; how readings will be linked to the work being carried out; how readings will be connected to programme, productivity and payment records.

Where heat stress is a serious risk, contractors should consider recording: calibrated thermometer readings; humidity readings; WBGT readings; radiant heat or globe temperature readings where direct sun, steel, concrete, asphalt or reflective surfaces are relevant; location, time, shade/direct sun, task, PPE and work intensity; photographs of the measurement device in position; equipment model, serial number and calibration status; the name or role of the person responsible for taking readings.

There is also a practical case for default restrictions on defined high-risk activities during peak heat. A single maximum temperature for all construction work would be too crude, but on agreed trigger days, outdoor manual-heavy works could be barred or resequenced between 11am and 3pm unless a task-specific assessment confirms that the residual risk can be controlled. This type of restriction should be targeted rather than generic.

It may apply to: roof work; façade work; scaffolding; excavation; concrete pours; lifting support; external logistics; heavy manual handling; high-PPE activities. Lower-intensity shaded work may be treated differently, provided the assessment, controls and records support that distinction.

HSE guidance already points towards practical controls for outdoor hot work, including rescheduling work to cooler times of day, more frequent rest breaks, shaded rest areas, cool drinking water, shading work areas and safe removal of PPE during rest periods.

THE MEASUREMENT RECORD

The record must connect conditions with activity.

A reliable assessment links workplace readings, equipment, protective measures, labour output and programme effects to the work being undertaken.

05

Other markets offer clearer heat protocols.

Other high-heat and high-humidity construction markets show that more structured approaches are possible and that broad duties can be supplemented by clearer measurement, recording and work-planning protocols. Singapore is particularly relevant on measurement. Its Ministry of Manpower guidance uses Wet Bulb Globe Temperature (WBGT) because WBGT reflects more than air temperature.

It deals with localised measurements, representative locations near work areas, multiple measurement points for larger workplaces, meter specification, calibration, accurate set-up and hourly records. It also provides a sample record sheet including the monitoring officer, monitoring location, WBGT model, serial number, last calibration date and hourly readings.

Singapore's guidance also provides a clear action point: where WBGT is 32°C or higher, workers carrying out heavy physical activities must receive a minimum 10-minute hourly rest break under shade, with longer rest breaks as WBGT increases. That type of threshold is important because it converts environmental data into an operational response.

Hong Kong is relevant because its Construction Industry Council guidance is construction-specific and expressly connects hot-weather working with project planning. It recognises hot and humid conditions, heavy manual construction work and heat-related risk.

It also encourages employers to incorporate the guidance into contractual provisions and to take an equitable approach to construction periods and extension of time for delays resulting from unusual hot weather.

The Hong Kong guidance also provides practical site measures, including: shelters or sun shades; ventilation and isolation of heat sources; rescheduling work to cooler periods or cooler places; reducing manual work through mechanical aids; worker rotation and regular breaks; additional rest periods; potable water close to the workplace; suitable clothing and PPE; training on heat stress and monitoring apparatus; heat-stress assessment checklists for construction sites.

The comparison strengthens the UK argument that the UK does not necessarily need one universal stop-work temperature but needs a clearer construction protocol for measuring heat, recording site conditions, identifying high-risk activities and linking operational decisions to programme, payment and entitlement.

06

Heat becomes a payment and adjudication issue.

The commercial problem becomes acute where an employer insists that work continues during extreme heat and the contractor slows, resequences or refuses particular activities on safety, welfare or productivity grounds. The employer may allege delay or default. The contractor may say the work could not safely or reasonably proceed in the same way.

The disagreement may then move quickly into payment notices, pay less notices, delay damages, loss and expense, contra-charges or final account deductions. In a severe summer, these disputes may not arise one at a time. They may arrive in a concentrated wave after a heat-affected period.

Adjudication is designed for speed, but heat-related disputes are unlikely to be simple where the records are weak. An adjudicator may need to understand site conditions, task intensity, PPE, humidity, exposure, welfare controls, measured readings, labour outputs, programme impact and contractual notices within a compressed timetable. A wave of heat-related disputes would not create a new law by itself.

Adjudicators decide individual disputes. They do not create regulations. But a pattern of disputes could expose the absence of a clear operational standard.

If employers, contractors and adjudicators are repeatedly forced to argue over what reasonable heat management means, pressure may build for clearer measurement, recording and decision protocols.

PAYMENT AND RECOVERY

Heat-related cost must be evidenced, not presumed.

A defensible claim connects the measured event with mitigation, causation, notices, programme consequences and valuation.

07

Record the event, the response and the commercial effect.

Contractors should not wait for definitive regulation before acting. Project-level heat protocols should connect safety decisions to programme, productivity, payment and records. A proper protocol should record the trigger, including: Met Office warnings; UKHSA heat-health alerts; forecast temperature; measured site temperature; humidity; WBGT readings.

It should record the conditions, including: location; time; direct sun; shade; humidity; radiant heat; airflow; indoor or outdoor status; whether readings were taken at the relevant workplace. It should record the activity, including: task being performed; PPE required; work intensity; plant and access constraints; work at height; confined-space exposure; roof or façade exposure; whether the work is manual-heavy or exposed.

It should record the controls, including: water; breaks; shade; ventilation; worker rotation; earlier starts; resequencing; reduced output; mechanical aids; temporary suspension. It should record the commercial impact, including: labour hours affected; reduced outputs; waiting time; aborted work; plant standing time; subcontractor disruption; supervision impacts; programme consequences.

It should record the contractual step, including: notices; early warnings; requests for instruction; reservations of rights; EOT narratives; loss and expense records; programme updates; payment application narratives. It should record the evidence, including: photographs; daily reports; supervisor notes; weather data; equipment readings; toolbox talks; RAMS reviews; worker feedback; correspondence.

A tiered protocol would be more credible than a single temperature rule. At lower-risk levels, additional monitoring, water, shade and supervision may be sufficient. At moderate levels, work rotation, additional breaks and adjusted sequencing may be required.

At higher levels, outdoor manual-heavy works may need to be moved outside peak heat hours. At the highest levels, particular activities may need to be paused unless a task-specific assessment shows that the residual risk can be controlled.

LEGALBUILD VIEW

Heat decisions need an evidential and contractual position.

Heatwaves expose a gap between health and safety regulation, construction delivery and contractual recovery. The law requires heat risk to be assessed and controlled, but it does not yet give construction projects a definitive operating threshold. The practical measures identified in this insight are not a complete answer, and they will not produce certainty in every case.

Heat-affected working decisions will remain fact-sensitive, contract-sensitive and dependent on the activity, location, exposure, PPE, welfare provision and available controls. They are also not easy to implement on a busy project, particularly where site teams are already managing labour, programme pressure, subcontractors, client instructions and payment cycles. That is why the absence of a clear construction heat protocol matters.

Without a recognised method for measuring conditions, identifying high-risk activities and recording the commercial effect, contractors may be left to justify reasonable safety and productivity decisions after the event, often against employers who say the works should simply have continued.

In those circumstances, contractors with weaker records may suffer unfairly, even where the underlying decision to slow, resequence or pause work was commercially and practically justified. Until the industry has clearer heat-risk standards, contractors need measured, consistent and contractually aligned heat protocols.

Where heat affects work, the decision should be recorded and linked to programme and payment while the facts are live, because once the weather has passed, the ability to prove cause, effect and impact becomes significantly weaker.

POSITION PRINCIPLE

Record conditions, protect people and preserve entitlement while the event is live.

Source: CDM Regulations 2015, regulation 34; HSE heat-stress guidance; Met Office, 26 June 2026; R v Chagot Ltd [2008] UKHL 73; Kennedy v Cordia [2016] UKSC 6; Singapore Ministry of Manpower; Hong Kong Construction Industry Council guidance.