

# CDM Regulations - 2015

Are you prepared?

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# Introduction and background

1. Scope of Seminar
2. Reasons for change
  - EU directive to include domestic projects
  - Current Accident Rates
  - Current Accident Profile
    - Small Sites
  - CDM Coordinator Profession
3. Objectives:-
  - Improve Health & Safety on small construction sites
  - Improve operative protection
  - Discourage bureaucracy

# Changes to 2007 Regulations

- No CDMC - (often appointed late / not part of the team)
  - Never intended to be separate discipline
- Skills, knowledge and experience rather than competence
- Domestic Clients – duties may be transferred to Principal Contractor
- Acop replaced by Guidance

# Changes to 2007 Regulations

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STATUTORY INSTRUMENTS

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2015 No. 51

**HEALTH AND SAFETY**

**The Construction (Design and Management) Regulations 2015**

*Made* - - - - 22nd January 2015  
*Laid before Parliament* 29th January 2015  
*Coming into force* - - 6th April 2015

The Secretary of State makes these Regulations in exercise of the powers conferred by sections 15(1), (2), (3)(a) and (c), (5)(a), (8) and (9), 80(1) and (2)(c) and 82(3)(a) of, and paragraphs 1(1) and (2), 6 to 12, 14, 15(1), 16, 18, 20 and 21 of Schedule 3 to, the Health and Safety at Work etc. Act 1974(a) ("the 1974 Act").

The Regulations give effect without modifications to proposals submitted to the Secretary of State by the Health and Safety Executive ("the Executive") under section 11(3) of the 1974 Act(b).

Before submitting those proposals to the Secretary of State, the Executive consulted the bodies that appeared to it to be appropriate as required by section 50(3) of the 1974 Act(c).

It appears to the Secretary of State that the modifications to the instruments marked with an asterisk in the table in Schedule 5 are expedient for the purposes of section 80(1) of the 1974 Act. It also appears to the Secretary of State not to be appropriate to consult bodies in respect of those modifications for the purposes of section 80(4)(d) of the 1974 Act.

**PART 1**

**Introduction**

**Citation and commencement**

**1.** These Regulations may be cited as the Construction (Design and Management) Regulations 2015 and come into force on 6th April 2015 immediately after the Mines Regulations 2014(e).

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(a) 1974 c.37. Section 15(1) was substituted by paragraph 6 of Schedule 15 to the Employment Protection Act 1975 (c.71) and amended by S.I. 2002/794. Section 15(2) and (3)(c) was amended by paragraphs 1 and 5 of Schedule 12 to the Energy Act 2013 (c.32).

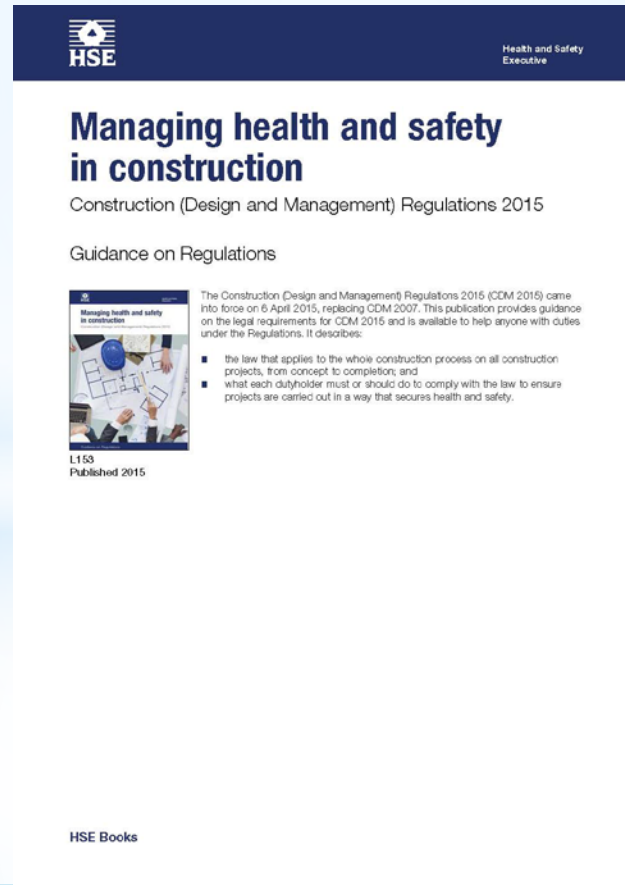
(b) Section 11(3) was inserted by S.I. 2008/960.

(c) Section 50(3) was amended by paragraph 16 of Schedule 15 to the Employment Protection Act 1975 (c.71), S.I. 2008/960, paragraphs 4 and 5 of Schedule 7 to the Health and Social Care Act 2012 (c.7), and by paragraphs 1 and 11(1) of Schedule 12 to the Energy Act 2013.

(d) Section 80(4) was amended by S.I. 2002/794.

(e) S.I. 2014/1248.

# Changes to 2007 Regulations



The cover of the HSE publication 'Managing health and safety in construction' features the HSE logo at the top left and the text 'Health and Safety Executive' at the top right. The main title is 'Managing health and safety in construction' in a large, bold, dark blue font. Below the title is the subtitle 'Construction (Design and Management) Regulations 2015' and 'Guidance on Regulations'. A small image of the book cover is shown on the left, with a list of bullet points on the right. The text below the bullet points reads: 'The Construction (Design and Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015, replacing CDM 2007. This publication provides guidance on the legal requirements for CDM 2015 and is available to help anyone with duties under the Regulations. It describes:'. The bullet points are: 'the law that applies to the whole construction process on all construction projects, from concept to completion; and' and 'what each dutyholder must or should do to comply with the law to ensure projects are carried out in a way that secures health and safety.' At the bottom left, it says 'L153 Published 2015' and 'HSE Books' at the bottom center.

**HSE** Health and Safety Executive

## Managing health and safety in construction

Construction (Design and Management) Regulations 2015

Guidance on Regulations

The Construction (Design and Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015, replacing CDM 2007. This publication provides guidance on the legal requirements for CDM 2015 and is available to help anyone with duties under the Regulations. It describes:

- the law that applies to the whole construction process on all construction projects, from concept to completion; and
- what each dutyholder must or should do to comply with the law to ensure projects are carried out in a way that secures health and safety.

L153  
Published 2015

HSE Books

# Industry Guidance

The Construction (Design and Management) Regulations 2015



CDM2015  
Construction Industry

Industry guidance for  
**Clients**

The industry guidance has been produced by members of CDMAC  
(Construction Industry Advisory Committee)

CDM15 (2015)  
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The Construction (Design and Management) Regulations 2015



CDM2015  
Construction Industry

Industry guidance for  
**Principal designers**

The industry guidance has been produced by members of CDMAC  
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The Construction (Design and Management) Regulations 2015




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The Construction (Design and Management) Regulations 2015



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Industry guidance for  
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The Construction (Design and Management) Regulations 2015




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The Construction (Design and Management) Regulations 2015



CDM  
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Industry guidance for  
**Workers**

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# Notifiable or Not?

A project expected to take more than 30 days + 20 workers simultaneously at any one time working on the project?

or

500 person days work?

If yes, then the project is notifiable.



# Principal Designer and Principal Contractor Required

A Principal Designer and therefore a Principal Contractor are required on projects where there are two or more contractors

Whether it is notifiable or not

# Client's Duties

Every commercial client must:

- Confirm competence of all duty holders
- Confirm appointments of duty holders
- Ensure that duties are done
- Notify the HSE of construction project
- Update the pre-construction information
- Ensure engagement and consultation

However -

*Every contractor must undertake the duties of the client on domestic projects.*

# Pre-Design & Pre-Construction Phase

Principal Designer will be expected to:

- Assist the client to present a Project Brief and Pre-Construction Information
- Pass on all information to the Designers
- Ensure co-operation and co-ordination
- Principal Designer will be expected to:
  - Co-ordinate designers
  - Oversee design decisions
  - Communicate with the client

# Construction Phase & Post Construction

Principal Designer will be expected to:

- Update the pre-construction information
- Provide the information to the Principal Contractor
- Communicate with the Principal Contractor

Principal Designer will be expected to complete and handover the Health and Safety File to the client (unless the appointment of the PD ceases)

# Principal Contractors

A Principal Contractor's duty will be to:

- Develop a construction phase health and safety plan
- Properly plan the work
- Communicate the hazards, risks and any precautions required
- Provide information, instruction, training and supervision
- Control, manage and monitor all site activities
- Ensure that design works undertaken during the construction phase are specifically assessed with regard to health and safety, (if the Principal Designer is not appointed for the construction phase)
- Prepare the Health and Safety File (if the Principal Designer is not appointed at post construction phase)

# Consult and Engage

Responsibility of Principal Contractor to consult and engage with all workers on the site

Objective Evidence:

- Induction
- Rules
- Monitoring Records

A Client's *absolute duty* is to ensure that the duty has been carried out

Additionally, Clients will be expected to:

- Appoint duty holders at the right time
- Notify the HSE
- Ensure all duty holders carry out and complete their duties

# Contractors

A Contractor's duty will be to:

- Formulate a construction phase health and safety plan for *each* and *every* project irrespective of size, duration, complexity or type of 'construction work'

# Hazards Requiring Greater Attention

- Work which puts workers at risk of burial under earthfalls, engulfment in swampland or falling from a height, where the risk is particularly aggravated by the nature of the work or processes used or by the environment at the place of work or site.
- Work which puts workers at risk from chemical or biological substances constituting a particular danger to the safety or health of workers or involving a legal requirement for health monitoring.
- Work with ionizing radiation requiring the designation of controlled or supervised areas under regulation 16 of the Ionising Radiations Regulations 1999.
- Work near high voltage power lines.
- Work exposing workers to the risk of drowning.
- Work on wells, underground earthworks and tunnels.
- Work carried out by divers having a system of air supply.
- Work carried out by workers in caissons with a compressed air atmosphere.
- Work involving the use of explosives.
- Work involving the assembly or dismantling of heavy prefabricated components.



# Construction Work Commercial and Domestic

- Replacing an 11kV mains transformer - 28 days
- Assembling a 1500 tonne mobile crane to lift a generator onto a roof - 4 days
- Repairing and modifying a large food production oven - 10 days
- Constructing a private house extension - 6 months
- Carpeting a two-bedroom house - 4 days

**The CDM Regulations are likely to have a huge impact on property managers, landlords, facilities managers and home owners, together with their chosen designers and contractors**

**...and many don't even know**

# Transitional Arrangements

## ❖ Existing CDMC

- Appointment continues until Principal Designer appointed
- Client must appoint PD by 6<sup>th</sup> October 2015
- Client may appoint Principal Designer

## ❖ No current CDMC and Construction Phase started

- Client may appoint Principal Designer
- Client must appoint Principal Contractor

## ❖ Construction Phase not commenced

- Client must appoint Principal Designer as soon as possible

## ❖ Construction Phase commenced

- Every Contractor must write Construction Phase Health and Safety Plan as soon as possible post 6<sup>th</sup> April

# Enforcement

## Criminal offence to breach CDM 2015 requirements

- Magistrates Court – Max £20,000 fine / 12 months
- Crown Court – Unlimited fine / 2 years
- Follow guidance notes and do what is reasonably practicable

# Contract Amendments

- ❖ Reminder to amend Contracts
- ❖ JCT amendments published

# Contract Amendments

Design and Build Contract 2011  
Design and Build Contract 2011

Amendment 1  
Issued March 2015 (Effective from 6 April 2015)

**CDM Regulations**

Clause number and heading	Action
<b>Article 5 heading</b>	Delete 'CDM Co-ordinator' and insert 'Principal Designer'
<b>Article 5</b>	Delete 'CDM Co-ordinator' and insert 'Principal Designer'. Delete 'or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of these regulations' and insert 'or such replacement as the Employer at any time appoints to fulfil that role'
<b>Article 6</b>	Delete 'and the SWMP Regulations'. Delete 'or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of the CDM Regulations and/or regulation 4 of the SWMP Regulations' and insert 'or such replacement as the Employer at any time appoints to fulfil that role'
<b>Footnote [1]</b>	Delete the existing text and insert the following: 'Insert the name of the Principal Designer in Article 5 if the Contractor is not to fulfil that role and that of the Principal Contractor in Article 6 that is to be a person other than the Contractor. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and includes the Contractor's sub-contractors at relevant contractors.'
<b>Contract Particulars, 1.1</b>	Delete the entire entry on 'CDM Planning Period' and footnote [10].
<b>Clause 1.1</b>	Delete the definitions of 'CDM Co-ordinator' and 'CDM Planning Period'. 'CDM Regulations' delete '2007' and insert '2015'. 'Construction Phase Plan' delete the existing text and insert the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions. After the definition of 'Principal Contractor', insert the following new definition: 'Principal Designer: the Contractor or other person named in Article 5 or any successor appointed by the Employer.'
	Delete the definition of 'SWMP Regulations'
<b>Clause 2.1.1</b>	After 'Construction Phase Plan' and, delete 'other'
<b>Clause 2.2.2</b>	Delete 'for the purposes of regulation 10' and insert 'to be provided to the Contractor under regulation 4'
<b>Clause 2.2.7</b>	Delete '2.15.5' and insert '2.15 in respect of the supply of documents and information'
<b>Clause 2.3.7</b>	Delete the existing text and insert the following: 'The Contractor, in addition to his obligations under the CDM Regulations in relation to information for the health and safety file, shall, before practical completion of the Works or relevant Section and without further charge to the Employer, supply for retention and use by the Employer such Contractor's Design Documents and related information as may be specified in the Contract Documents or as the Employer may reasonably require that show or describe the Works as built or relate to the maintenance and operation of them or their installations.'

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Clause number and heading	Action
<b>Clause 2.4.2.2</b>	Delete the existing text and insert the following: 'Each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations.'
<b>Clause 3.8.4</b>	After 'notify the Employer whether' delete 'consent to his obligations under regulation 20 of the CDM Co-ordinator or regulation 22 of the CDM Regulations' and insert 'to his capacity as Principal Designer and/or Principal Contractor'
<b>Clause 3.16 heading</b>	Delete 'Undertaking to comply'
<b>Clause 3.16</b>	Delete the existing text and insert the following: Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations, in particular but without limitation: 1 where the Contractor is not the Principal Designer, the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations; 2 where the Contractor is and while he remains the Principal Designer, he shall comply with the duties of a Principal Designer and shall without charge prepare, and deliver to the Employer, the health and safety file; 3 the Contractor shall comply with regulations 8 to 10 and 15 and, where he is the Principal Contractor, with regulations 12 to 14; 4 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(2), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time; 5 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.'
<b>Footnote [11]</b>	Delete the existing text and insert the following: Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.'
<b>Clause 3.17</b>	Delete the clause heading, number and text

**Incorporation of the modifications**

The modifications may readily be incorporated in one of two ways:

either by amending the contract document itself in accordance with this Amendment and executing it in its amended form, with each amendment initiated by or on behalf of each party

or by affixing this Amendment to the Contract, and, prior to execution, inserting the following provision in the Articles with the next available number (i.e. normally as Article 10):

'Article 10 - Amendment 1 - CDM Regulations - Incorporation  
This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1 'CDM Regulations'.  
(that Article in similar fashion being initiated on execution.)'

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# CDM 2015

## Q & As