

QBE European Operations

# CDM 2015

Client guidance on Construction (Design & Management)  
Regulations 2015



QBE



The Construction (Design & Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015 replacing CDM 2007. The regulations are a major piece of legislation intended to protect persons from health and safety risks arising from construction work in Great Britain, including small or domestic construction projects.

This note has been prepared help those involved in the construction industry to understand the scope and application of the new CDM 2015, and the legal requirements and duties that the regulations place upon them.

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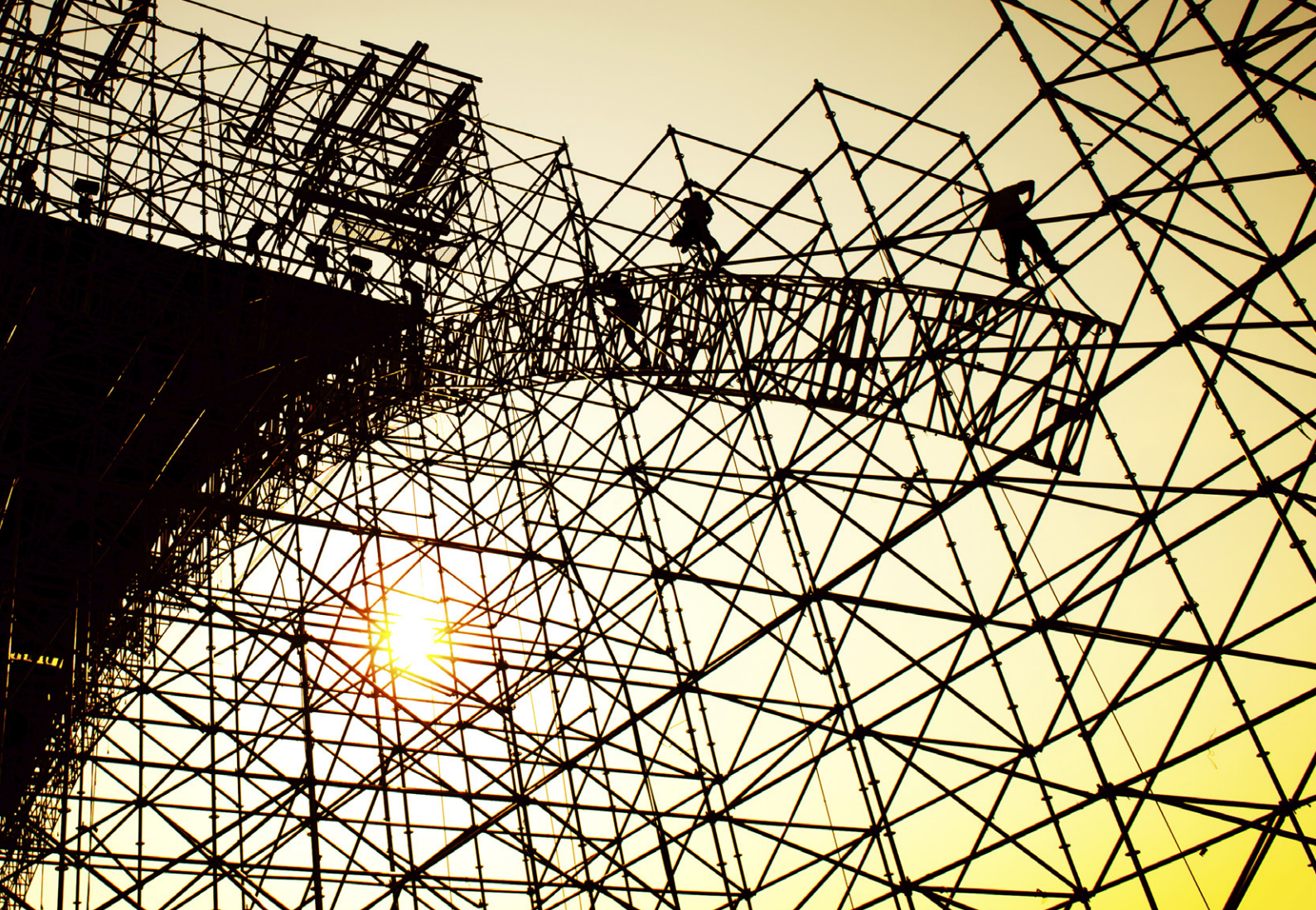
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# Client guidance on CDM 2015

On 9 January 2015 HSE issued draft guidance on CDM 2015 to help duty-holders under CDM 2015 to prepare in advance of the regulations coming into force. The final version of the guidance was made available on 6 April

## Key changes under CDM 2015

### Client

CDM 2015 recognise the influence and importance of the client as the head of the supply chain in a construction project, accordingly they are best placed to set health and safety standards throughout the life of the project.

### Principal designer

CDM 2015 replaces the role of CDM co-ordinator (under CDM 2007) with the role of principal designer. This means that the responsibility for co-ordination of the pre-construction phase - which is crucial to the management of any successful construction project - will rest with an existing member of the design team.

### Replacement of the ACOP with targeted guidance

The guidance, available in its final form from 6 April 2015, is in plain English and explains what is required to be done in order to comply with the law.

## Definitions

Definitions of terms referred to in CDM 2015 are set out under regulation 2, and are referred to as appropriate within this note.

## Application

- CDM 2015 applies to all construction work in Great Britain and includes small or domestic projects.
- CDM 2015 also applies outside Great Britain by virtue of Health and Safety at Work etc Act 1974 (Application outside Great Britain) Order 2013 (SI 2013/240), which makes provision for the regulations to apply to "offshore installations".
- With the exception of Part 4, CDM 2015 applies to construction work from conception to completion. Part 4 details a number of provisions that only relate to work carried out on construction sites.

## Exclusion

- "Construction work" does not include the exploration for, or extraction of mineral resources, or preparatory activities carried out at a place where such exploration or extraction is carried out, **reg 2**.
- Therefore, CDM 2015 does not apply to the mineral extraction industry. However, work on process plants, pipes, storage facilities or buildings for the mineral extraction industry or major projects for other major industries is included.

## Designs outside Great Britain - Regulation 10

- Where a design is prepared or modified outside Great Britain for use in construction work to which CDM 2015 applies, the person who commissions it must ensure that regulation 9, (designer's duties) is complied with.





### \* Principles of Prevention

These are the principles that duty-holders should use when identifying the measures necessary to control the risks relating to health and safety in a particular project. They include:

- avoiding risks where possible
- evaluating the risks that cannot be avoided
- combating risks at source
- adapting work to the individual and reducing monotonous work and ill effects on health
- adapting to technical progress
- replacing the dangerous with the non-dangerous or the less dangerous
- developing a coherent overall prevention policy
- giving collective protective measures priority over individual protective measures. (For example, designing a safe project from the beginning and giving priority to a safe system of work over individual personal protective equipment)
- giving appropriate instructions to employees

### Notification – Regulation 6

- A project is notifiable if the construction work on a construction site is scheduled to last longer than 30 working days and on which more than 20 workers are working simultaneously or the work exceeds 500 person days, **reg 6**.
- Where a construction project must be notified, the client must submit notice in writing to the relevant enforcing authority (HSE, Office of Rail Regulation (ORR) or Office of Nuclear Regulation (ONR)).

### Technical standards

The technical standards set out in Part 4 of CDM 2015 remain essentially unchanged from those in CDM 2007.

### Enforcement

HSE's targeting and enforcement policy remains unchanged.

### Duty-holders

The guidance provides a summary of the different duty-holders and their duties under CDM 2015. The duty-holders are set out below. Their duties are considered in more detail within this note.

- **Clients** – organisations or individuals for whom a construction project is carried out
- **Domestic clients** – people who have construction work carried out on their own home, or the home of a family member, that is not done as part of a business, whether for profit or not
- **Designers** – persons who, as part of a business, prepare or modify designs for a building, product or system relating to construction work

- **Principal designers** – designers appointed by the client in projects involving more than one contractor. They can be an organisation or an individual with sufficient knowledge, experience and ability to carry out the role
- **Principal contractors** – contractors appointed by the client to co-ordinate the construction phase of a project where it involves more than one contractor
- **Contractors** – those who do the actual construction work and can be either an individual or a company
- **Workers** – people who work for or under the control of contractors on a construction site

Note: organisations or individuals can carry out the role of more than one duty-holder, provided they have the skills, knowledge, experience and (if an organisation) the organisational capability necessary to carry out those roles in a way that ensures health and safety.





### General Duties - Regulation 8

Regulation 8 details the general duties that apply to anyone working on a construction project; this includes workers as well as duty-holders with specific duties. The general duties are as follows:

- **Competency: a designer**, (including a principal designer) or contractor (including a principal contractor), appointed to work on a project must have the skills, knowledge and experience and if they are an organisation, organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project, **reg 8(1)**. A designer or contractor must not accept an appointment to a project unless they fulfil the aforementioned competency prerequisites.
- **Co-operating with each other**: Duty-holders under CDM 2015 must co-operate with others involved with the project or any project on an adjoining site, **reg 8(4)**. This entails working with each other to ensure

the health and safety of all concerned, communicating with others and understanding what needs to be done and in what order. To this end regular project meetings should be conducted. Therefore, high risk projects require rigorous co-operation, co-ordination and planning. Action must be proportionate to the risks that the construction work entails.

- **Reporting dangerous conditions**: Everyone involved in the construction project, including workers, has a duty to report any health and safety risks or dangers to themselves or others, **reg 8(5)**. Such risks/dangers should be reported to the person in control of the work. The person in control has a duty to stop the work and report the risks/dangers when they come to their attention.
- **Providing clear information or instructions**: Duty-holders under CDM 2015 have a duty to provide health and safety information or instructions to others and they must ensure that the information is easy to understand, **reg, 8(6)**.

- Information about hazards must be provided to all project workers and managers to ensure they understand the risks presented by their work.
- Instructions are described in the guidance as those agreed actions that must be followed to prevent or minimise risks.
- Information or instruction should be simple, in plain English, or other languages where appropriate.
- It may be appropriate to include photographs or diagrams with information or instruction.
- Information and instructions must be provided to relevant persons in good time, ie before the work commences to ensure that the recipients can digest and understand their duties and responsibilities.
- Everyone involved in the project should be informed of the location of the information and instruction if they do not physically receive them.





# The client

## Who is the client?

- A client is anyone for whom a construction project is carried out, **reg 2**. This definition includes both commercial and domestic clients, (i.e. clients for whom a construction project is carried out which is not done in connection with a business).
- Commercial clients are organisations or individuals for whom a construction project is carried out in connection with a business, whether the business operates for profit or not. This includes clients who are based overseas and who commission construction projects in Great Britain.
- Where there is more than one client in relation to a project, CDM 2015 provides for one or more of the clients to agree in writing who will be treated as the client, **reg 4 (8)**.
- Where there is more than one client, it is in the interests of all involved to identify and agree as early as possible who should be the client. If not, they may all be considered to have client duties under CDM 2015.

## Client's duties and obligations - Regulation 4

- The client must make suitable arrangements to effectively manage health and safety risks on a construction site, including the allocation of sufficient time and other resources, **reg 4 (1)**.

- Arrangements are suitable if they ensure that the construction work can be carried out so far as is reasonably practicable, without risks to health or safety of any person affected by the project, and the required facilities are provided in respect of persons carrying out construction work, **reg 4(2)**.
- The client must ensure that the arrangements are maintained and reviewed throughout the project, **reg 4(3)**.
- The client must provide pre-construction information as soon as is practicable to every designer and contractor appointed, or considered for appointment to the project, **reg 4,(4)**.
- The client must ensure before the construction phase begins that a construction phase plan is drawn up by the contractor if there is only one contractor, or by the principal contractor, **reg 4(5)(a)**.
- The principal designer prepares a health and safety file for the project, which should be reviewed and kept available for inspection by any person who may need it to comply with the relevant legal requirements, **reg 4(5)(b)**.
- A client must take reasonable steps to ensure that the principal designer complies with any other principal designer duties and that the principal contractor complies with any other principal contractor duties, **reg 4(6) (a) and (b)**.

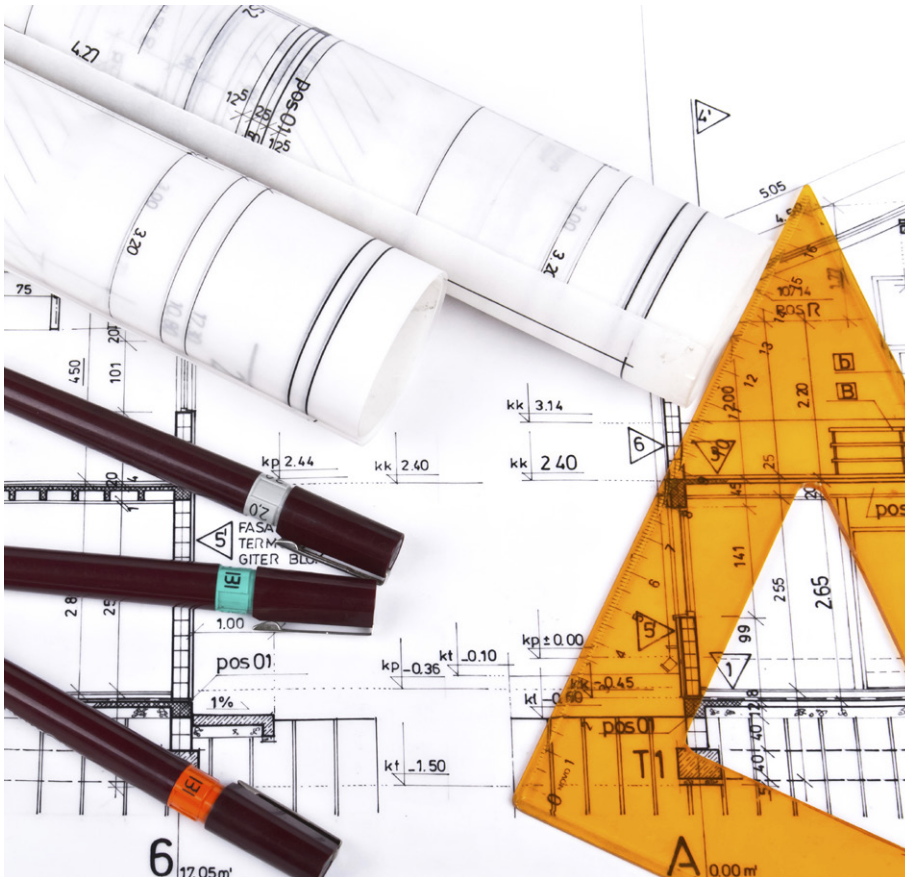
- The client has a major influence over the way a project is procured and managed.

## Who is a domestic client?

- A domestic client is a client "for whom a project is being carried out which is not in the course or furtherance of a business of that client", **reg 2**.
- A domestic client is someone who has construction work done on their own home, or the home of a family member, which is not done in connection with a business.
- Local authorities, housing associations, charities, landlords and other businesses may own domestic properties. They are not a domestic client for the purposes of CDM 2015. If the work is in connection with a business attached to domestic premises, e.g. a shop, the client is not a domestic client.

## What should a domestic client do?

- A domestic client is not required to carry out the duties placed on commercial clients. **Reg 7** passes the domestic client duties on to other duty holders.



- The principal designer is an organisation (or on a smaller project they can be an individual) that has technical knowledge of the construction industry relevant to the project, or the understanding and skills to manage and co-ordinate the pre-construction phase, including any design work carried out after construction begins.
- Where the principal designer is an organisation they should have the organisational capability to carry out the role as well as the necessary skills, knowledge and experience that individual designers must have.

#### Duties of the principal designer in relation to health and safety at the pre-construction stage - Regulation 11

- The principal designer must plan, manage and monitor the pre-construction phase and coordinate matters relating to health and safety during the pre-construction phase to ensure that, so far as is reasonably practicable, the project is carried out without risks to health or safety, **reg 11.**
- The principal designer must take into account the \*general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file, **reg 11 (2).**
- The principal designer must identify and eliminate or control so far as is reasonably practicable, foreseeable risks to the health and safety of any person, **reg 11(3).**
- The principal designer must ensure that everyone involved in working on the pre-construction phase co-operates with each other, **reg 11(5)**, and that designers comply with their duties, **reg 11(4).**

## The designer

### Who is a designer?

- A designer is an organisation or individual who prepare or modify a design for a construction project (including the design of temporary works) or arrange for someone else to do so.
- The term 'design' includes drawings, design details, specifications, bills of quantity and calculations prepared for the purpose of a design.
- Designers include architects, consulting engineers, quantify surveyors, interior designers, temporary work engineers, chartered surveyors, technicians or anyone who specifies or alters a design.

### Designer's duties - Regulation 9

- A designer must not commence work in relation to a project unless satisfied that the client is aware of the duties owed by the client under CDM 2015, **reg 9(1).**
- When preparing or modifying a design the designer must take into account the \*general principles of prevention and any pre-construction information to eliminate, so far as is reasonably practicable, foreseeable risks to the health or safety of any person, **reg. 9(2).**
- If it is not possible to eliminate these risks, the designer must, so far as is reasonably practicable - take steps to reduce or,

if that is not possible, control the risks through the subsequent design process; provide information about those risks to the principal designer; and ensure appropriate information is included in the health and safety file, **reg 9(3).**

- A designer must take all reasonable steps to provide, with the design, sufficient information about the design, construction or maintenance of the structure, to adequately assist the client, other designers and contractors to comply with their duties under CDM 2015, **reg 9(4).**

### Appointment of the principal designer and the principal contractor - Regulation 5

- Where there is more than one contractor, the client must appoint in writing a designer with control over the pre-construction phase as principal designer and a contractor as principal contractor, **reg 5(1)(a) and (b).** The appointment should be made as soon as is practicable and before the construction phase begins.

### Who is a principal designer?

- A principal designer is the designer with control over the pre-construction phase of the project, **reg 5(1).** This is the very earliest stage of a project from concept design through to planning the delivery of the construction work.

- In liaison with the client and principal contractor, the principal designer has an important role in influencing how the risks to health and safety should be managed and incorporated into the wider management project. Decisions about the design taken during the pre-construction phase can have a significant effect on whether the project is delivered in a way that secures health and safety. The principal designer is responsible for co-ordinating the work of others in the project team to ensure that significant and foreseeable risks are managed throughout the design process.





# The contractor

## Who is the principal contractor?

- The principal contractor is the organisation or person that co-ordinated the work of the construction phase of a project involving more than one contractor so that it is carried out in way that secures health and safety.
- They are appointed by the client and must possess the skills and knowledge, and experience and, if an organisation, the organisational capability necessary to carry out their role effectively given the scale and complexity of the project and the nature of the health and safety risks involved.

## Duties of the principal contractor - regulation 13

- The principal contractor must plan, manage and monitor the construction phase and coordinate matters relating to health and safety during the construction phase to ensure that, so far as is reasonably practicable, construction work is carried out without risks to health or safety, **reg 13(1)**.
- The principal contractor must take into account the \*general principles of prevention, **reg 13(2)**.
- The principal contractor must:
  - organise co-operation between contractors;
  - co-ordinate implementation by the contractors of applicable legal requirements for health and safety;
  - ensure that a suitable site induction is provided;
  - ensure the necessary steps are taken to prevent access by unauthorised persons to the construction site;
  - provide the minimum welfare requirements under Schedule 2 (e.g. washrooms, changing rooms, running water and drinking water), **regs 13(3) and (4)**.

- The principal contractor liaises with the principal designer throughout the principal designer's appointment. It is clear that, in liaison with the client and principal designer, the principal contractor has an important role in managing the health safety risks of the construction work, **reg 13(5)**.

## Principal contractor's duties to consult and engage with workers - regulation 14

- The principal contractor must make and maintain arrangements which will enable the principal contractor and workers engaged in construction work to co-operate effectively in developing, promoting and checking the effectiveness of measures to ensure the health, safety and welfare of the workers.
- The principal contractor must consult those workers or their representatives in good time on matters connected with the project which may affect their health, safety or welfare, in so far as they or their representatives have not been similarly consulted by their employer.
- The principal contractor must ensure that those workers or their representatives can inspect and take copies of any information which the principal contractor has, or which CDM 2015 require to be provided to the principal contractor, which relate to the health, safety or welfare of workers at the site, except materials:
  - relating to an individual (unless the individual has consented to release)
  - that would cause substantial injury to the principal contractor or another person's undertaking
  - obtained for bringing, prosecuting or defending legal proceedings

## Who is a contractor?

- A contractor is anyone who directly employs or engages construction workers or manages construction.
- An individual, a sole trader, a self-employed worker, or a business that carries out, manages or controls construction work as part of their business can be a contractor. This also includes companies that use their own workforce to do construction work on their own premises.
- Contractors and their workers are those most at risk of injury and ill-health. They can influence the way in which work is carried out to secure their own health and safety and that of others affected. They have an important role in planning, managing and monitoring the work (in liaison with the principal contractor) to ensure risks are properly controlled.

## Duties of contractors - Regulation 15

- A contractor must not carry out construction work in relation to a project unless satisfied that the client is aware of the duties owed by the client under CDM 2015, **reg 15(1)**.
- A contractor must plan, manage and monitor construction work carried out either by the contractor or by workers under the contractor's control, to ensure that, so far as is reasonably practicable, it is carried out without risks to health and safety, **reg 15(2)**.
- Where there is more than one contractor working on a project, a contractor must comply with any directions given by the principal designer or the principal contractor; and the parts of the construction phase plan that are relevant to that contractor's work on the project, **reg 15(3)**.
- If there is only one contractor working on the project, the contractor must take account of the \*general principles of prevention, **reg 15(4)**.



### Construction phase plan and health and safety file – principal designer or principal contractor's duties – Regulation 12

There are a number of duties on either the principal designer or principal contractor for the preparation, review, revision and updating of the construction phase plan and safety file which are the key documents under CDM 2015.

- During the pre-construction phase and before setting up a construction site, the principal contractor must draw up a construction plan or make arrangements for a construction phase plan to be drawn up, **reg 12(1)**.
- The principal designer must assist the principal contractor in preparing the construction phase plan by providing to the principal contractor all information the principal designer holds that is relevant to the construction phase plan.
- The construction phase plan must set out the arrangements for securing health and safety for the period during which construction work in a project is carried out. The arrangements include site rules and any specific measures put in place where work involves one or more of the risks listed in Schedule 3 (**regulation 12(2)**).
- For projects involving more than one contractor, the principal contractor must ensure the plan is drawn up during the pre-construction phase and before the construction site is set up. The plan must take into account the information the principal designer holds, e.g. pre-construction information, and any information obtained from designers. During the construction phase, the principal contractor must ensure that the plan is reviewed, updated and revised.
- During the pre-construction phase, the principal designer must prepare a health and safety file appropriate to the characteristics of the project which must contain information relating to the project which is likely to be needed during any subsequent project to ensure the health and safety of any person, **reg 12(5)**.
- The principal designer has primary responsibility for preparing the file, and reviewing, updating and revising it as the project progresses. If their appointment continues to the end of the project they must also pass the completed file to the client to keep. If the principal designer's appointment finishes before the end of the project, the file must be passed to the principal contractor for the remainder of the project. The principal contractor must then take on the responsibility for reviewing, updating and revising it and passing it to the client when the project finishes.

### Transitional Provisions – Schedule 4

- When CDM 2015 takes effect there will be a transitional period which will run for six months from 6 April 2015 to 6 October 2015.
- Projects that started before 6 April 2015: where the construction phase has not yet started and the client has not yet appointed a CDM co-ordinator, the client must appoint a principal designer as soon as it is practicable.
- If the CDM co-ordinator has already been appointed, a principal designer must be appointed to replace the CDM co-ordinator by 6 October 2015, unless the project comes to an end before then.
- In the period it takes to appoint the principal designer, the appointed CDM co-ordinator should comply with the duties contained in schedule 4 to the new CDM 2015 Regulations. These duties mirror the existing requirements under CDM 2007 for the CDM co-ordinator rather than requiring CDM co-ordinators to act as principal designers, a role for which they may not be competent.







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