The Construction (Design and Management) Regulations 2015

The heART of CDM

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A short introduction
The Aim of This Session
For you to gain knowledge of construction health and safety in general and to provide you with an introduction to the application of CDM2015 And the ART of CDM

The Health and Safety at Work etc. Act 1974
Sections 2 to 8 of the HSW etc Act:

Set out the general duties of employers, self-employed persons, persons who have control of premises, employees, manufacturers and suppliers to safeguard the Health and Safety of employees and members of the public who may be affected by their work activities.

Other Health and Safety Legislation

The Management of Health and Safety at Work Regulations 1999

The Construction (Design and Management) Regulations 2015

Workplace (Health, Safety and Welfare) Regulations 1992
Duty of Care

Discuss

An Introduction to CDM 2015

• A brief history of CDM

• What publications are available to help you understand compliance with CDM 2015?

• The intent behind CDM has not changed!
Structure of The Regulations

Part 1 – Commencement, interpretation and application
PART 2 – Client Duties
PART 3 – Health and safety duties and roles
Part 4 – General requirements for all construction sites
PART 5 – General

Schedules - 1 to 5

Schedules - 1 to 5

Schedule 1 Particulars to be notified under regulation 6
Schedule 2 Minimum welfare facilities required for construction sites
Schedule 3 Work involving particular risks
Schedule 4 Transitional and saving provisions
Schedule 5 Amendments
“Must”

is used only where there is an absolute duty, ie an explicit legal requirement to take a certain action which is not qualified by terms such as ‘so far as reasonably practicable’.

“Should”

is used to indicate what to do to comply with legal requirements which are qualified by terms such as ‘so far as reasonably practicable’.

“Reasonably Practicable”

- balancing the level of risk against the measures needed to control the real risk in terms of money, time or trouble. However, you do not need to take action if it would be grossly disproportionate to the level of risk.
“significant risks”

- not necessarily those that involve the greatest risks, but those (including health risks) that are not likely to be obvious, unusual, or likely to be difficult to manage effectively.

“foreseeable risks”

“onuS of proving limits of what is practicable etc.

In any proceedings for an offence under any of the relevant statutory provisions consisting of a failure to comply with a duty or requirement to do something so far as is practicable or so far as is reasonably practicable, or to use the best practicable means to do something, it shall be for the accused to prove (as the case may be) that it was not practicable or not reasonably practicable to do more than was in fact done to satisfy the duty or requirement, or that there was no better practicable means than was in fact used to satisfy the duty or requirement.
Part 4 – General Requirements for all Construction Sites

Duties relating to health and safety on construction sites which all contractors carrying out construction work must comply with

Regulation 16 introduces the application of regulations 17 to 35

Part 4 - Regulation 16

(1) This part applies only to a construction site.
(2) A contractor carrying out construction work must comply with the requirements of this Part so far as they affect the contractor or any worker under the control of the contractor or relate to matters within the contractor’s control.
(3) A domestic client who controls the way in which any construction work is carried out by a person at work must comply with the requirements of this Part so far as they relate to matters within the client’s control.
SCHEDULE 3

Regulation 12(2)

Work involving particular risks

Hyperlink

Project Phases

• The pre-construction phase
  – which means any period of time during which design or preparatory work is carried out for a project and may continue during the construction phase

• The construction phase
  – means the period of time beginning when construction work in a project starts and ending when construction work in that project is completed
Parties in a project who have duties

- Clients - all projects
- Designers - all projects
- Principal Designers (PD) - certain projects
- Principal Contractors (PC) - certain projects
- Contractors - all projects
- Workers - all projects

Contractor
A contractor, who occurs on all projects, means any person (including a non-domestic client) who, in the course or furtherance of a business carries out, manages or controls construction work.

Workers
Workers, who are not defined in the Regulations but are described in the HSE Guidance, are the people who work for or under the control of contractors on a construction site.
**Construction site**
A construction site includes any place where *construction work is being carried out* or to which the workers have access but does not include a workplace within the site set aside for purposes other than construction work.

**Workplace**
Workplace means a workplace within the meaning of the Workplace (Health, Safety and Welfare) Regulations other than a construction site.

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**Information, Plan and File**

**F10 – Notification** (a document)

**Demolition** – Written Plan (a document)

**PCI** - The pre-construction information (not necessarily a single document)

**CPP** - The construction phase plan (a document)

**H&S File** - The health and safety file (a document)
Duties

All parties have a range of specific duties attributed to them in certain regulations under their role names. However, there are also duties on certain parties that are set out in other regulations.

Who is a Client?

A client as anyone for whom a construction project is carried out.

This definition includes both:

• Commercial Clients
• and Domestic Clients - construction project is not done in connection with a business.
Regulation 5 - Appointment of the principal designer and the principal contractor

(1) 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, the client must appoint in writing—

(a) a designer with control over the pre-construction phase as principal designer; and
(b) a contractor as principal contractor.

2) The appointments must be made as soon as is practicable, and in any event, before the construction phase begins.

Regulation 6 - Notification

(1) A project is notifiable if the construction work on a construction site is scheduled to—

(a) last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project; or
(b) exceed 500 person days.

(2) Where a project is notifiable, the client must give notice in writing to the Executive as soon as is practicable before the construction phase begins.
Regulation 7 - Application to domestic clients

Domestic client duties are carried out by:
- Contractor when a single contractor involved
- PC when more than one contractor

Domestic client should still make the appointments.
Domestic client could appoint a PD to carry out the client duties.

(2) If a domestic client fails to make the appointments required by regulation 5—

(a) the designer in control of the pre-construction phase of the project is the principal designer;

(b) the contractor in control of the construction phase of the project is the principal contractor.

(3) Regulation 5(3) and (4) does not apply to a domestic client.
Regulation 8 - General Duties

In addition to their specific duties all parties have general duties that are applicable in certain instances

1. Designers (& PD's) and contractors (& PC's) having skills, knowledge, experience and organisational capability
2. Accepting an appointment as a designer or contractor
3. Making an appointment of a designer or contractor
4. Co-operation
5. Reporting dangerous conditions
6. Provision of information or instruction
7. Application of 3, 4 & 6 (above) to domestic clients

Determination of skill, knowledge, experience and organisational capability

- Membership of an established professional institution or body
- Safety Schemes in Procurement Forum SSIP
CDM 2015 Part 2 – Client Duties

• A Client under CDM 2015 is anyone for which construction work is carried out.
• A Commercial Client has all the Client Duties
• A Domestic Client’s Duties are carried out by others

The Client Experience?

Regulation 9 - Duties of designers

(1) 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 these Regulations.

(2) 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—

   (a) carrying out or liable to be affected by construction work;
   (b) maintaining or cleaning a structure; or
   (c) using a structure designed as a workplace.
(3) If it is not possible to eliminate these risks, the designer must, so far as is reasonably practicable—

(a) take steps to reduce or, if that is not possible, control the risks through the subsequent design process;

(b) provide information about those risks to the principal designer; and

(c) ensure appropriate information is included in the health and safety file.

Statutory Requirements

“Local authority or government officials may give advice and instruction on designs meeting statutory requirements (eg the Building Regulations), but this does not make them designers. A designer may have no choice but to comply with these requirements, which are a ‘design constraint’. However, if statutory bodies ask for particular features to be included or excluded which go beyond what the law requires (eg stipulating the absence of edge protection on flat roofs if there is no basis in planning law or policies to do so), they may become designers under CDM 2015 and must comply with its requirements”
The Principal Designer (PD)

A Principal Designer is required where there is more than one contractor or it is reasonably foreseeable that more than one contractor will be working on a project at any time.

A Principal Designer means a designer with control over the pre-construction phase appointed by the client in writing as soon as practicable.

Regulation 11

Duties of a principal designer in relation to health and safety at the pre-construction phase.
Duties of a PD in relation to health and safety at the pre-construction phase

Reg.11 - PD’s have specific duties relating to
  – planning, managing, monitoring and co-ordinating
  – identification and elimination or control of risks
  – ensuring designers comply with their duties
  – ensuring co-operation
  – the pre-construction information
  – liaising with the PC

Reg.8 - general duties (when applicable)

Reg.12 - duties associated with the CPP and H&S File

PC and the CPP

• During the pre-construction phase, and before setting up a construction site the PC **must** draw up a CPP or make arrangements for a CPP to be drawn up

• Throughout the project the PC **must** ensure that the CPP is appropriately reviewed, updated and revised from time to time so that it continues to be sufficient
PC and the H&S File

- During the project the PC must provide the PD with any information in the PC’s possession relevant to the H&S File for inclusion.
- Where the H&S File is passed to the PC by the PD, because the PD’s appointment concluded before the end of the project, the PC must ensure that the H&S File is appropriately reviewed, updated, and revised from time to time.
- At the end of the project, the PC (if they have been passed the H&S File by the PD) must pass it to the client.

Information, Plan and File
L153 Appendices

- Appendix 2 Pre-construction information - 74
- Appendix 3 The construction phase plan - 77
- Appendix 4 The health and safety file - 81
Duties of Contractors

- If there is only one contractor working on a project they must take account of the general principles of prevention when
  - design, technical and organisational aspects are being decided in order to plan the various items or stages of work
  - estimating the period of time required to complete the work or work stages
- If there is only one contractor working on a project
  - they must draw up a CPP or make arrangements for a CPP to be drawn up as soon as practical prior to setting up a construction site
  - the CPP must fulfil the requirements of regulation 12 (2)

PCs and Complicated Projects

“There may be occasions where two or more projects are taking place on the same site at the same time, but are run independently of one another. Whatever the circumstances, it is essential that there is clarity over who is in control during the construction phase in any part of the site at any given time”
Sites With More Than One Project

“Where it is not possible for one principal contractor to be in overall control, those principal contractors involved must:

• cooperate with one another;
• coordinate their work; and
• take account of any shared interfaces between the activities of each project (e.g. shared traffic routes)”.

The idea – Client Experience?

No Harm in an Idea - right?

Professional Design and Management: Harm Elimination, Reduction, Information and Control - Through the Design Process

Most likely point of Harm: Continued Elimination, Reduction and Control - Through design and; management and control of on site activities

Application of the Principles of Prevention
Overall Responsibility
Ensure Arrangements for Managing the Project are Suitable and Maintained

CLIENT
Design Risk and Pre-Construction Information - Management

PRINCIPAL DESIGNER
Safety Coordinator – Pre-Construction
Construction Safety and Health Management

PRINCIPAL CONTRACTOR
Safety Coordinator – Construction
Design Risk and Pre-Construction Information - Management (Where Applicable)

Application of the Principles of Prevention

Are there any questions?