

Kirk and Marsh Limited
Specialist Construction Consultants

- CDM : Principal Designer Services.
- Building Documentation.



Health, Safety and Risk Consultants

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Our services;

Health, Safety and Risk Management

Advice & Guidance ✓

CDM 2015 ✓

Risk Assessments ✓

Health & Safety Audits ✓

Statutory / Operational Compliance Audits ✓

Building Documentation

Advice & Guidance ✓

Electronic Data Base / COBie Information / BIM ✓

Operation & Maintenance Manuals ✓

Tenant Handbooks ✓

Audio & Video Tutorials ✓

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L153



IOSH Branch Meeting 25 April 2017

Construction Design and Management Regulations 2015 (CDM 2015)

Domestic Clients

Presentation by Kirk and Marsh Ltd

CDM Regulations 2015

Apart from the client definition (commercial / domestic) and the (F10 notification) notifiable or non notifiable.

CDM 2015 applies to all construction projects irrespective of size, duration or complexity.

“construction work” means the carrying out of any building, civil engineering or engineering construction work and includes—

the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure;

the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure,

CDM Regulations 2015

Who is a client?

CDM 2015 defines a client as anyone for whom a construction project is carried out (see regulation 2(1)). This definition includes both non-domestic (or '**commercial**') clients and '**domestic**' clients (ie clients for whom a construction project is carried out which is **not** done in connection with a business).

The Regulations apply in full to commercial clients, but for domestic clients, the effect of regulation 7 is to pass the client duties on to other duty holders.

This includes the principal designer and principal contractor duties falling to the designer and contractor in control of the pre-construction and construction phases, where the domestic client does not make these appointments.

CDM Regulations 2015

Regulation 7 Application to domestic clients

- (1) Where the client is a domestic client the duties in regulations 4(1) to (7) and 6 must be carried out by—*
- (a) the contractor for a project where there is only one contractor;*
 - (b) the principal contractor for a project where there is more than one contractor; or*
 - (c) the principal designer where there is a written agreement that the principal designer will fulfil those 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. (commercial client has duties if they fail to appoint)*

CDM Regulations 2015

Who needs to notify?

The client for the construction work is required to send the notification. (The client may request someone else to do this on their behalf).

The only exception to this is where the client is a domestic client. In these circumstances, the responsibility for notification automatically passes to the contractor (or Principal Contractor where there is more than one).

The Principal Designer can assume the responsibility for notification of a domestic project, but only where there is written agreement between the domestic client and the Principal Designer that they will carry out the client duties.

Notification (F10)

- *If Construction last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project; or exceed 500 person days.*

CDM Regulations 2015

Summary (from Appendix 6 Figure 1)

The transfer of the client duties;

- One contractor - The contractor for the works will take on the client duties.
- No Appointments in writing – The contractor in charge of works will be Principal Contractor and will take on the client duties. Designer in control of design will be Principal Designer.
- Principal Designer appointed in writing – The Principal Designer will take on the client duties.
- Principal Contractor appointed in writing – The Principal Contractor will take on the client duties and the Principal Designer will work to the Principal Contractor in their role as the client.

CDM Regulations 2015

Will you be responsible for;

- Appointment of a designer / principal designer.
- Appointment of a Contractor.
- Appointment of a Principal Contractor.
- Ensuring H&S arrangements are in place under CDM 2015
- Designing
- Supervising

Appointing designers and contractors

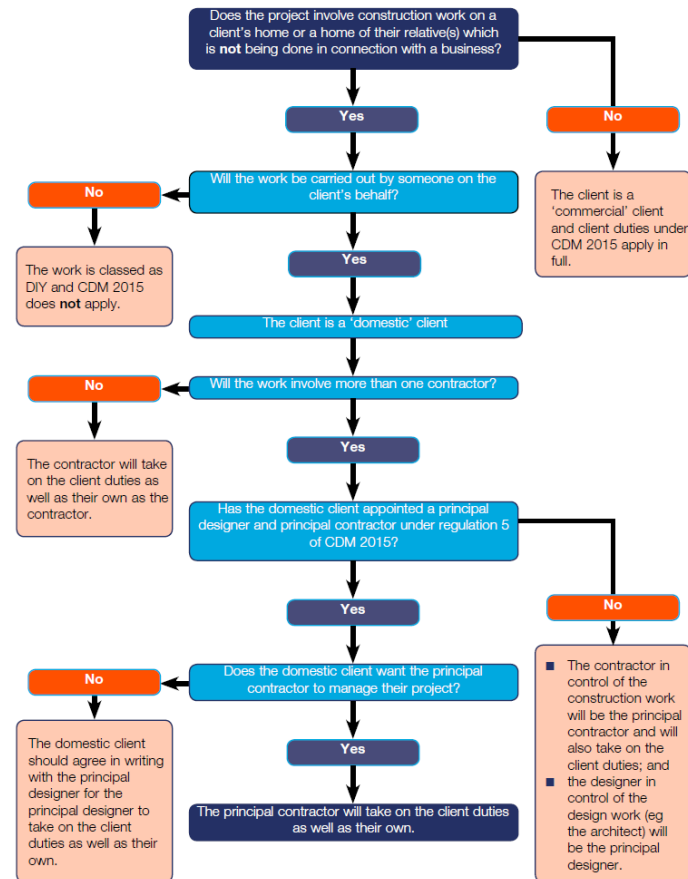
Anyone responsible for appointing designers (including principal designers) or contractors (including principal contractors) to work on a project must ensure that those appointed have the skills, knowledge and experience to carry out the work in a way that secures health and safety. If those appointed are an organisation, they must also have the appropriate organisational capability. Those making the appointments must establish that those they appoint have these qualities **before appointing them. Similarly, any designers or contractors seeking appointment as individuals must ensure they have the necessary skills, knowledge and experience.**

CDM Regulations 2015

Define Your Appointment.

- Your role and duties.
- Pre – Construction.
- Construction Phase.
- Health & Safety File

Figure 1 How CDM 2015 applies to domestic clients



CDM Regulations 2015

Welfare Arrangements.

- The client must ensure the facilities required by Schedule 2 are provided.
- The Principal Contractor must ensure that the facilities comply with the requirements of Schedule 2 are provided throughout the construction phase.



This would not be acceptable under Schedule 2.

Even on a very small short duration project with only a small amount of operatives for less than 1 week a self contained Oasis unit should be used.

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Simple examples of works (*repair, upkeep, redecoration or other maintenance*) that should be carried out in accordance with CDM 2015 and various other regulations.



CDM Regulations 2015

Criminal Prosecutions

Prosecutions would normally be against the Principal Contractor, Contractor, Client or Principal Designer, designer.

The majority of prosecutions following an accident or investigation by the HSE will be under other regulation;

- The Health & Safety at Work etc Act 1974.
- The Work at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2012
- The Gas Safety (Installation and Use) Regulations 1998

Fines are now ranging from £50k up to £5m. The majority of fines are £100k to £450k range.

Additional legal actions that may arise are Civil Actions for Negligence or Contractual.

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CDM Regulations 2015

Discussion:-

Domestic projects – Cost, Contractors & Principal Designer.

- Cost of CDM and good health and safety for the domestic client.
- Contractors poor health and safety on domestic sites.
- As a professional organisation how do you proceed ?



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Any Questions ? – Please Give Us A Call