



12 things you should know about CDM 2015

1. When did it come into force?

6 April 2015.

2. Has the CDM co-ordinator role changed?

Yes. The role of CDM co-ordinator disappears, and on projects involving more than one “contractor” at any time, there is a “principal designer”, a “designer” with control over the “pre-construction phase”, appointed in writing by the client. (The “pre-construction phase” (which may continue during the construction phase) is any period during which project design or preparatory work is carried out. “Contractor” could include a subcontractor.)

3. Who can be a principal designer?

- “designer” means “...any person (including a client, contractor or other person referred to in these Regulations) who in the course or furtherance of a business...prepares or modifies a design; or...arranges for, or instructs, any person under their control to do so, relating to a structure, or to a product or mechanical or electrical system intended for a particular structure, and a person is deemed to prepare a design where a design is prepared by a person under their control;” and
- “design” includes “...drawings, design details, specifications and bills of quantities (including specification of articles or substances) relating to a structure, and calculations prepared for the purpose of a design;”

4. What does the principal designer do?

The principal designer must plan, manage and monitor the “pre-construction phase” and coordinate health and safety matters during it to ensure that, as far as reasonably practicable, the project is carried out without health or safety risks. This includes ensuring all designers comply with their CDM duties. The principal designer must also assist the client in providing pre-construction information, and itself provide such information, to designers and contractors. It must liaise, and share relevant information, with the principal contractor and assist it in preparing the construction phase plan and must prepare, review, update and revise (and handover, as appropriate) the health and safety file.

5. Does the test of competence stay the same?

No. CDM 2015 requires that a designer (including a principal designer) or contractor (including a principal contractor) must have the *skills, knowledge and experience* and, if an organisation, the *organisational capability*, necessary to fulfil their appointed role, in a manner that secures the health and safety of anyone affected by the project. They must not accept an appointment unless they fulfil these conditions and the person appointing them must take “reasonable steps” to satisfy themselves that they fulfil these conditions.

6. Do additional duties still apply if a project is notifiable?

No. A project is still notifiable, if construction work on a construction site is scheduled to 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 *but* a notifiable project no longer triggers additional duties.

The new test is that 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) the client must appoint, in writing, a “principal designer” and “principal contractor”. In default, the client must carry out their duties.

7. Do a client's duties remain the same?

No. The client has increased responsibilities. In particular, they must:

- make, maintain and review “suitable arrangements” for managing the project;
- provide pre-construction information to designers and contractors;
- ensure that a construction phase plan is drawn up by the contractor or principal contractor, as appropriate, before the construction phase begins;
- ensure that the principal designer prepares, updates and keeps available for inspection, a compliant project health and safety file;
- take reasonable steps to ensure that the principal designer and principal contractor comply with their other duties;
- give written notice of the project, where appropriate.

8. Is a construction phase plan still required?

Yes, but on *all* projects, not just those that are notifiable.

9. Do CDM 2015 apply to domestic clients?

Yes. Domestic clients are now subject to the Regulations (as “client” means any person for whom a project is carried out) but most of the domestic client’s duties must be carried out by the contractor (if only one), principal contractor or principal designer. If the domestic client fails to appoint a principal designer and principal contractor, their duties are placed on the designer in control of the pre-construction phase and the contractor in control of the construction phase.

10. Is there a transitional period and, if so, where can I find the arrangements?

The six month transitional period arrangements are in Schedule 4 of the Regulations.

11. Is the ACOP still in force?

The Approved Code of Practice (ACOP), providing guidance on CDM 2007, has been withdrawn but the HSE has published new guidance (see: <http://www.hse.gov.uk/pubns/priced/l153.pdf>). There are also six *industry guides*, for the five dutyholders under CDM 2015 (client, contractor, designer, principal designer and principal contractor), and one for workers. A new, shorter ACOP is promised, later this year.

12. Where can I find the regulations?

See the regulations at (<http://www.legislation.gov.uk/uk/si/2015/51/made/data.pdf>)

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