

The newly updated Construction (Design and Management) Regulations 2015 place increased responsibilities on the Client, the Designer, and the Builder. Importantly, domestic projects have been brought into the mix. This is because there have been more injuries and fatalities on smaller, previously unregulated projects. So the HSE has decided to address this by requiring all projects to be managed in both the pre-start and construction phases.

## 1. The Client

On all non-domestic projects (i.e. projects where the Client is not the builder) the Client now has far more legal duties. On a domestic project the duties are shared between the Client, the Designer (Principal Designer) and the builder (Principal Contractor).

On a non-domestic project the Client must:

- 1.1 make sure that the project is properly planned, managed and sufficiently resourced to ensure health and safety throughout;
- 1.2 appoint, in writing, a Principal Designer to build and/ or manage the works, to see the design and planning of the project, and to create and maintain a Health and Safety File; and
- 1.3 review and approve the Principal Designer's proposed Health and Safety Plan using the information supplied by the Principal Designer.

## 2. The Principal Designer

The Principal Designer, is a new role introduced by the updated Regulations and replaces the CDM Coordinator. The criteria for the Principal Designer (PD) are that the person must have control over the design and the build programme in order that any potentially hazardous work is properly scheduled.

## 3. The Principal Contractor

Every job including domestic work must have an overall control for the day to day work. This is the same whether you are a building company with in-house trades or a tradesman band who brings in trades as needed. Someone will have to be responsible for the works as Principal Contractor.

The Principal Contractor now has the following duties on all projects:

- 3.1 They must prepare a Health and Safety Plan. The Principal Contractor must do this themselves if they have no experience in this area; or
- 3.2 The Principal Contractor must ensure that there are suitable welfare facilities on site, including a designated area for the workers to have their breaks. Welfare facilities must be in place from the very first day, and must remain on site until all works are completed.
- 3.3 The Principal Contractor must ensure that the site/works area is secured when the works are completed.

unattended, and that no one is placed at risk during the works. They may include erecting barriers to make sure that no one can get close to any open pits or trenches, blocking off scaffolds to prevent unauthorised people climbing them, or making sure that excessive dust or noise is contained;

- 3.4 The Principal Contractor must make sure that everyone who comes onto the site has a suitable site induction, and this needs to be recorded;
- 3.5 The Principal Contractor needs to be certain that the contractors they engage are competent, not only to do their job, but from a health and safety perspective as well. Price is always an important factor, but as Principal Contractor you will need to be happy that your chosen subbie is able to carry out his works safely without making shortcuts. Accepting the cheapest price and ignoring health and safety requirements may well cost you dearly. Remember as Principal Contractor you are responsible for what happens on site; and
- 3.6 The Principal Contractor will need to make sure that they have someone responsible on site at all times. This does not need to be one of their own people; it can be a trusted sub-contractor foreman. Remember, no matter whom the Principal Contractor leaves in charge – it is the Principal Contractor who is responsible if they allow shortcuts to be taken or the agreed procedures to be by-passed.

#### 4. Construction Phase Health and Safety Plans (CPHSP)

Construction Phase Health and Safety Plans (CPHSP) have previously only been needed on larger projects, but now every job needs to have one. The reason for having one is to ensure that the Principal Contractor has considered the multitude of potential hazards on the site and has built in the appropriate measures to ensure safety.

The **Construction Phase Health & Safety Plan** is the Principal Contractor's working document which sets out in detail how they will manage Health and Safety on the project, and will include answers to any safety issues raised in the Pre-Construction Information Plan by the Client and Principal Designer.

The builder (Principal Contractor), has the duty to prepare the CPHSP however if they are not experienced in creating such documents they can arrange for a competent person, such as a former CDM Co-ordinator, to create it for them.

The CPHSP will include details of the principle parties in the project – the Client, the CDM Advisor if there is one, the Principal Designer and the Principle Contractor and may also include the Project Manager and any significant sub-contractors.

Some of the issues that may be relevant for inclusion in a CPHSP are: Scope of Works; Project Dates; Safety goals; Permits to Work; Exchange of Information Between Parties; Fire and Emergency Procedures; Welfare and First Aid; Traffic Management and Dust.

## 5. Fee for Intervention (FFI)

The Health and Safety Executive's scheme to issue fines – the Fee for Intervention (FFI) came into effect in October 2012. It allows the HSE to recover its costs from those found to be in material breach of health and safety law.

What is a material breach?

A material breach is when there is or has been a contravention of health and safety law serious enough that it requires the Inspector to issue a notice in writing to the duty holder i.e. the person in charge.

Does FFI apply to you?

As Principal Contractor, you are in charge of a site. Therefore any 'material breaches' will be down to you. It is therefore important that you make sure that all those on your site are working safely at all times.

How much will it cost?

The fee is charged at the rate of £124 per hour, the actual fee levied is based on the amount of time that the inspector has had to spend identifying the material breach, helping a business to put it right, investigating and taking enforcement action. The average fee is now in the region of £550.