

Clause-by-clause comparison

CDM 2015 v CDM 2007

Client Duties

Contents

About the Author	2
Introduction	3
Regulation 2 – Definitions	4
Regulation 8 – General Duties	7
Regulation 4 – Client duties in relation to managing projects	10
Regulation 5 – Appointment of the principal designer and the principal contractor	18
Regulation 6 – Notification	20
Regulation 7 – Application to domestic clients	23

Document History

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About the Author



Dr Mike Webster
*BEng, MSc, PhD, DIC,
CEng, MICE,
MIStructE*

Director – MPW R&R

T: 07969 957471

E:
mike.webster@mpwrandr.co.uk

W:
<http://mpwrandr.co.uk>

Profile

- Over 30 years' experience
- In the first part of his career, he was employed by the Cement & Concrete Association on concrete durability research and then by Mouchel on the design, appraisal and site supervision of building and bridge structures
- For the past 20 years, he has focused on construction safety, risk and regulation
- At the British Cement Association, his focus was on structural safety and he led a range of projects to investigate the deterioration of concrete structures and develop guidance for inspecting, assessing and managing existing structures safely (including input to the Hong Kong Building Safety Inspection System)
- As a Director at BOMEL Consultants, his focus was more on human and organisational risks, and he undertook a series of projects on construction health and safety issues including the use of CDM Regulations
- He undertook similar work as a Director of Frontline Consultants
- He recently set up **MPW R&R** to provide risk and regulatory solutions for regulators, regulated organisations and litigants

CDM Experience

- Led the independent evaluation of CDM 2007 for the Health and Safety Executive (HSE), where the construction industry's implementation of CDM 2007 was assessed to see what changes had been made from the implementation of CDM 1994 and whether the objectives of CDM 2007 had been met
- Reviewed the implementation of CDM 2007 in the construction of London 2012 on behalf of HSE, the Olympic Delivery Authority and the Institution of Civil Engineers
- Helped HSE to analyse the responses to the consultation on the draft ACoP for CDM 1994
- Acted as an expert witness on criminal prosecutions of fatal and major injury accidents resulting from construction activity; these cases have involved charges against clients, designers, planning supervisors, principal contractors and contractors
- Author of around 20 published reports and papers on construction health and safety and CDM – details are available on <http://mpwrandr.co.uk/publications/>

Introduction

CDM 2015

- The Construction (Design and Management) Regulations 2015 (CDM 2015) govern the management of health, safety and welfare when undertaking construction projects in Great Britain
- CDM 2015 replaced CDM 2007 from 6 April 2015
- The key changes are:
 - The CDM 2015 Regulations have a simplified structure
 - Clients' responsibilities have been strengthened and broadened
 - The exemption for Domestic Clients has been removed
 - The role of CDM Coordinator has been removed
 - The new role of Principal Designer has been introduced to plan, manage, monitor and coordinate the pre-construction (design) phase
 - Notification of the project to the Health and Safety Executive (HSE) has been removed as a trigger point for additional duties
 - The threshold for appointing a Principal Designer and Principal Contractor is if more than one Contractor is required on a project
 - The requirement for 'competence' has been removed and replaced with 'skills, knowledge, experience and training' and 'organisational capability'

This document

- This is the second document in this series, and provides a clause-by-clause comparison of the Client duties in CDM 2015 and CDM 2007
- The relevant changes have been highlighted in bold
- Comments are provided on the potential implication of the changes between the two versions of the regulations
- Comparisons are also available for Designer duties and Principal Contractor / Contractor duties:
 - <http://mpwrandr.co.uk/designer-duties-cdm-2015-v-cdm-2007/>
 - <http://mpwrandr.co.uk/principal-contractor-and-contractor-duties-cdm-2015-v-cdm-2007/>
- A brief summary of eight key changes to the CDM 2015 Regulations from CDM 2007 and what those changes mean in practice: <http://mpwrandr.co.uk/cdm-2015-summary-of-changes/>
- If you have any comments, please drop me a line at mike.webster@mpwrandr.co.uk

Regulation 2 – Definitions (1 of 3)

CDM 2015	CDM 2007	Comments
Reg 2 (1) “client” means any person for whom a project is carried out;	Reg 2 (1) “client” means a person who in the course or furtherance of a business— (a) seeks or accepts the services of another which may be used in the carrying out of a project for him; or (b) carries out a project himself;	<ul style="list-style-type: none"> • Overall definition of a Client
Reg 2 (1) “domestic client” means a client for whom a project is being carried out which is not in the course or furtherance of a business of that client;		<ul style="list-style-type: none"> • Separates out domestic Clients from all clients • Required as domestic Clients are now addressed in CDM 2015

Regulation 2 – Definitions (2 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 2 (1) “construction work” means the carrying out of any building, civil engineering or engineering construction work and includes—</p> <p>(a) 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), decommissioning, demolition or dismantling of a structure;</p> <p>(b) the preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion;</p> <p>(c) the assembly on site of prefabricated elements to form a structure or the disassembly on site of the prefabricated elements which, immediately before such disassembly, formed a structure;</p>	<p>Reg 2 (1) “construction work” means the carrying out of any building, civil engineering or engineering construction work and includes—</p> <p>(a) 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;</p> <p>(b) the preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation, and the clearance or preparation of the site or structure for use or occupation at its conclusion;</p> <p>(c) the assembly on site of prefabricated elements to form a structure or the disassembly on site of prefabricated elements which, immediately before such disassembly, formed a structure;</p>	<ul style="list-style-type: none"> • Similar duty • Pre-construction archaeological investigations are not now included within the scope of the definition of construction work • Paragraph 13 of the CDM 2007 ACoP contained a list of what was not considered to be construction work – as the remainder of the wording of Reg 2 (1) for ‘construction work’ has not changed, it would seem reasonable to assume that exclusions also remain the same

Regulation 2 – Definitions (3 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 2 (1) (d) the removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure;</p> <p>(e) 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,</p> <p>but 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;</p>	<p>Reg 2 (1) (d) the removal of a structure or of any product or waste resulting from demolition or dismantling of a structure or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure; and</p> <p>(e) 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,</p> <p>but does not include the exploration for or extraction of mineral resources or activities preparatory thereto carried out at a place where such exploration or extraction is carried out;</p>	<ul style="list-style-type: none"> • No change

Regulation 8 – General Duties (1 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 8 (1) 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, the 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.</p>	<p>Reg 4 (2) Any reference in this regulation to a person being competent shall extend only to his being competent to— (a) perform any requirement; and (b) avoid contravening any prohibition, imposed on him by or under any of the relevant statutory provisions.</p>	<ul style="list-style-type: none"> • Duty is now must rather than shall – this is the case for all duties • Has split competence into its component parts of skills, knowledge, training and experience for individuals and organisational capability for organisations • Indicates what a Client must satisfy themselves of (see Reg 8 (3))
<p>Reg 8 (2) A designer or contractor must not accept an appointment to a project unless they fulfil the conditions in paragraph (1).</p>	<p>Reg 4 (1) No person on whom these Regulations place a duty shall— (b) accept such an appointment or engagement unless he is competent;</p>	<ul style="list-style-type: none"> • Only the Contractors and Designers have this duty, not the Client
<p>Reg 8 (3) A person who is responsible for appointing a designer or contractor to carry out work on a project must take reasonable steps to satisfy themselves that the designer or contractor fulfils the conditions in paragraph (1).</p>	<p>Reg 4 (1) No person on whom these Regulations place a duty shall— (a) appoint or engage a CDM co-ordinator, designer, principal contractor or contractor unless he has taken reasonable steps to ensure that the person to be appointed or engaged is competent;</p>	<ul style="list-style-type: none"> • Clients now only need to take ‘reasonable steps to satisfy themselves’ rather than ‘reasonable steps to ensure’

Regulation 8 – General Duties (2 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 8 (4) A person with a duty or function under these Regulations must cooperate with any other person working on or in relation to a project, at the same or an adjoining construction site, to the extent necessary to enable any person with a duty or function to fulfil that duty or function.</p>	<p>Reg 5 (1) Every person concerned in a project on whom a duty is placed by these Regulations, including paragraph (2), shall— (a) seek the co-operation of any other person concerned in any project involving construction work at the same or an adjoining site so far as is necessary to enable himself to perform any duty or function under these Regulations; and (b) co-operate with any other person concerned in any project involving construction work at the same or an adjoining site so far as is necessary to enable that person to perform any duty or function under these Regulations.</p>	<ul style="list-style-type: none"> • The duty to cooperate has been extended to those who have a ‘function’ under CDM • The duty to ‘seek the co-operation of any other person concerned in any project ...’ has been removed – the duty to cooperate has been extended to ‘any other person’ is covered by ‘function’
<p>Reg 8 (5) A person working on a project under the control of another must report to that person anything they are aware of in relation to the project which is likely to endanger their own health or safety or that of others.</p>	<p>Reg 5 (2) Every person concerned in a project who is working under the control of another person shall report to that person anything which he is aware is likely to endanger the health or safety of himself or others.</p>	<ul style="list-style-type: none"> • Similar duty

Regulation 8 – General Duties (3 of 3)

CDM 2015	CDM 2007	Comments
Reg 8 (6) Any person who is required by these Regulations to provide information or instruction must ensure the information or instruction is comprehensible and provided as soon as is practicable.		<ul style="list-style-type: none"> • New duty • The duty is 'practicable' NOT 'reasonably practicable'
Reg 8 (7) To the extent that they are applicable to a domestic client, the duties in paragraphs (3), (4) and (6) must be carried out by the person specified in regulation 7(1).		<ul style="list-style-type: none"> • New duty to tie in with requirements for domestic clients
	<p>Reg 6 All persons concerned in a project on whom a duty is placed by these Regulations shall co-ordinate their activities with one another in a manner which ensures, so far as is reasonably practicable, the health and safety of persons—</p> <p>(a) carrying out the construction work; and</p> <p>(b) affected by the construction work.</p>	<ul style="list-style-type: none"> • No explicit regulation for all duty holders (including Clients) to coordinate their activities in CDM 2015 • However, Principal Designer (Reg 11(1) and (5)) and Principal Contractors (Reg 13(1) and (3)) do have duties to coordinate

Regulation 4 – Client duties in relation to managing projects (1 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (1)) A client must make suitable arrangements for managing a project, including the allocation of sufficient time and other resources.</p>	<p>Reg 9 (1) Every client shall take reasonable steps to ensure that the arrangements made for managing the project (including the allocation of sufficient time and other resources) by persons with a duty under these Regulations (including the client himself) are suitable to ensure that—</p>	<ul style="list-style-type: none"> • Client now has to ‘make suitable arrangements’ rather than ‘take reasonable steps to ensure that the arrangements made ... are suitable’
<p>Reg 4 (2) Arrangements are suitable if they ensure that— (a) the construction work can be carried out, so far as is reasonably practicable, without risks to the health or safety of any person affected by the project; and (b) the facilities required by Schedule 2 are provided in respect of any person carrying out construction work.</p>	<p>Reg 9 (1) (a) the construction work can be carried out so far as is reasonably practicable without risk to the health and safety of any person; (b) the requirements of Schedule 2 are complied with in respect of any person carrying out the construction work; and</p>	<ul style="list-style-type: none"> • Definition of ‘suitable arrangements’ is similar • However, it is now the Client that must make those arrangements

Regulation 4 – Client duties in relation to managing projects (2 of 8)

CDM 2015	CDM 2007	Comments
	<p>Reg 9 (1) (c) any structure designed for use as a workplace has been designed taking account of the provisions of the Workplace (Health, Safety and Welfare) Regulations 1992 which relate to the design of, and materials used in, the structure.</p>	<ul style="list-style-type: none"> • Principal Designers (Reg 11 (3) (c)) and Designers (Reg 9 (2) (c) & (3)) have duties whereby they must identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health or safety of any person using a structure designed as a workplace. • Reg 11 (4) states that the Principal Designer ‘... must ensure all designers comply with their duties in regulation 9’ • Reg 4 (6) (a) states that ‘A Client must take reasonable steps to ensure that the principal designer with any other principal designer duties in regulations 11 and 12’
<p>Reg 4 (3) A client must ensure that these arrangements are maintained and reviewed throughout the project.</p>	<p>Reg 9 (2) The client shall take reasonable steps to ensure that the arrangements referred to in paragraph (1) are maintained and reviewed throughout the project.</p>	<ul style="list-style-type: none"> • Clients ‘must ensure that’ these arrangements are maintained and reviewed rather than ‘take reasonable steps to ensure that’

Regulation 4 – Client duties in relation to managing projects (3 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (4) A client must provide pre-construction information as soon as is practicable to every designer and contractor appointed, or being considered for appointment, to the project.</p>	<p>Reg 10 (1) Every client shall ensure that (a) every person designing the structure; and (b) every contractor who has been or may be appointed by the client, is promptly provided with pre-construction information in accordance with paragraph (2).</p>	<ul style="list-style-type: none"> • Clients now must provide pre-construction information ‘as soon as practicable’ rather than ‘promptly’ • Note the duty is ‘as soon as practicable’ NOT ‘as soon as reasonably practicable’
<p>Reg 2 (1) “pre-construction information” means information in the client’s possession or which is reasonably obtainable by or on behalf of the client, which is relevant to the construction work and is of an appropriate level of detail and proportionate to the risks involved, including— (a) information about— (i) the project; (ii) planning and management of the project; (iii) health and safety hazards, including design and construction hazards and how they will be addressed; and (b) information in any existing health and safety file;</p>	<p>(2) The pre-construction information shall consist of all the information in the client’s possession (or which is reasonably obtainable), including— (a) any information about or affecting the site or the construction work; (b) any information concerning the proposed use of the structure as a workplace; (c) the minimum amount of time before the construction phase which will be allowed to the contractors appointed by the client for planning and preparation for construction work; and (d) any information in any existing health and safety file, which is relevant to the person to whom the client provides it for the purposes specified in paragraph (3).</p>	<ul style="list-style-type: none"> • The definition of what pre-construction information means has now been moved to the definitions section of the regulations • The requirement now is for information that is ‘relevant to the construction work and is of an appropriate level of detail and proportionate to the risks’

Regulation 4 – Client duties in relation to managing projects (4 of 8)

CDM 2015	CDM 2007	Comments
	<p>Reg 10 (3) The purposes referred to in paragraph (2) are—</p> <p>(a) to ensure so far as is reasonably practicable the health and safety of persons—</p> <p>(i) engaged in the construction work,</p> <p>(ii) liable to be affected by the way in which it is carried out, and</p> <p>(iii) who will use the structure as a workplace; and</p> <p>(b) without prejudice to sub-paragraph (a), to assist the persons to whom information is provided under this regulation—</p> <p>(i) to perform their duties under these Regulations, and</p> <p>(ii) to determine the resources referred to in regulation 9(1) which they are to allocate for managing the project.</p>	<ul style="list-style-type: none"> • These purposes are now covered to some extent in the regulations for each duty holder: Designers (Reg 9), Principal Designer (Reg 11), Principal Contractor (Reg 13) and Contractor (Reg 15)

Regulation 4 – Client duties in relation to managing projects (5 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (4) A client must provide pre-construction information as soon as is practicable to every designer and contractor appointed, or being considered for appointment, to the project.</p>	<p>Reg 15 Where the project is notifiable, the client shall promptly provide the CDM co-ordinator with pre-construction information consisting of—</p> <p>(a) all the information described in regulation 10(2) to be provided to any person in pursuance of regulation 10(1);</p> <p>(b) any further information as described in regulation 10(2) in the client’s possession (or which is reasonably obtainable) which is relevant to the CDM co-ordinator for the purposes specified in regulation 10(3), including the minimum amount of time before the construction phase which will be allowed to the principal contractor for planning and preparation for construction work.</p>	<ul style="list-style-type: none"> • A separate regulation is no longer required as all of the duty holders to which clients must provide information are covered by Reg 4 (4) and notification is no longer a trigger for appointments • Clients now must provide pre-construction information ‘as soon as practicable’ rather than ‘promptly’ • Note the duty is ‘as soon as practicable’ NOT ‘as soon as reasonably practicable’

Regulation 4 – Client duties in relation to managing projects (6 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (5) A client must ensure that — (a) before the construction phase begins, a construction phase plan is drawn up by the contractor if there is only one contractor, or by the principal contractor; and</p>	<p>Reg 16 Where the project is notifiable, the client shall ensure that the construction phase does not start unless— (a) the principal contractor has prepared a construction phase plan which complies with regulations 23(1)(a) and 23(2); and (b) he is satisfied that the requirements of regulation 22(1)(c) (provision of welfare facilities) will be complied with during the construction phase.</p>	<ul style="list-style-type: none"> • ALL projects must have a construction phase plan now, NOT JUST the notifiable projects • Contractors now have the duty to draw up the construction phase plan if there is only one Contractor on site
<p>Reg 4 (5) A client must ensure that — (b) the principal designer prepares a health and safety file for the project, which— (i) complies with the requirements of regulation 12(5);</p>	<p>Reg 17 (1) The client shall ensure that the CDM co-ordinator is provided with all the health and safety information in the client's possession (or which is reasonably obtainable) relating to the project which is likely to be needed for inclusion in the health and safety file, including information specified in regulation 4(9)(c) of the Control of Asbestos Regulations 2006(a).</p>	<ul style="list-style-type: none"> • ALL projects with more than one Contractor must have a health and safety plan now, NOT JUST the notifiable projects as was the case in CDM 2007 • The Client now 'must ensure' that the Principal Designer has prepared a compliant health and safety file rather than 'shall ensure that the CDM co-ordinator is provided with all the health and safety information in the client's possession ...'

Regulation 4 – Client duties in relation to managing projects (7 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (5) A client must ensure that — (b) (ii) is revised from time to time as appropriate to incorporate any relevant new information; and (iii) is kept available for inspection by any person who may need it to comply with any relevant legal requirements.</p>	<p>Reg 17 (3) The client shall take reasonable steps to ensure that after the construction phase the information in the health and safety file— (a) is kept available for inspection by any person who may need it to comply with the relevant statutory provisions; and (b) is revised as often as may be appropriate to incorporate any relevant new information.</p>	<ul style="list-style-type: none"> The Client now ‘must ensure’ that the health and safety file is revised and kept available for inspection rather than ‘shall take reasonable steps to ensure’
	<p>Reg 17 (2) Where a single health and safety file relates to more than one project, site or structure, or where it includes other related information, the client shall ensure that the information relating to each site or structure can be easily identified.</p>	<ul style="list-style-type: none"> No equivalent duty in CDM 2015
<p>Reg 4 (6) A client must take reasonable steps to ensure that— (a) the principal designer complies with any other principal designer duties in regulations 11 and 12; and (b) the principal contractor complies with any other principal contractor duties in regulations 12 to 14.</p>		<ul style="list-style-type: none"> New duty for the Client to take reasonable steps to ensure that the Principal Designer and Principal Contractor comply with their duties In CDM 2007, Clients were not required to take steps to ensure that other duty holders complied with their duties

Regulation 4 – Client duties in relation to managing projects (8 of 8)

CDM 2015	CDM 2007	Comments
<p>Reg 4 (7) If a client disposes of the client’s interest in the structure, the client complies with the duty in paragraph (5)(b)(iii) by providing the health and safety file to the person who acquires the client’s interest in the structure and ensuring that that person is aware of the nature and purpose of the file.</p>	<p>Reg 17 (4) It shall be sufficient compliance with paragraph (3)(a) by a client who disposes of his entire interest in the structure if he delivers the health and safety file to the person who acquires his interest in it and ensures that he is aware of the nature and purpose of the file.</p>	<ul style="list-style-type: none"> • Similar duty
<p>Reg 4 (8) Where there is more than one client in relation to a project—</p> <p>(a) one or more of the clients may agree in writing to be treated for the purposes of these Regulations as the only client or clients; and</p> <p>(b) except for the duties specified in subparagraph (c) only the client or clients agreed in paragraph (a) are subject to the duties owed by a client under these Regulations;</p> <p>(c) the duties in the following provisions are owed by all clients—</p> <p>(i) regulation 8(4); and</p> <p>(ii) paragraph (4) and regulation 8(6) to the extent that those duties relate to information in the possession of the client.</p>	<p>Reg 8 Where there is more than one client in relation to a project, if one or more of such clients elect in writing to be treated for the purposes of these Regulations as the only client or clients, no other client who has agreed in writing to such election shall be subject after such election and consent to any duty owed by a client under these Regulations save the duties in regulations 5(1)(b), 10(1), 15 and 17(1) insofar as those duties relate to information in his possession.</p>	<ul style="list-style-type: none"> • Similar duty

Regulation 5 – Appointment of the principal designer and the principal contractor (1 of 2)

CDM 2015	CDM 2007	Comments
<p>Reg 5 (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—</p> <p>(a) a designer with control over the pre-construction phase as principal designer; and</p> <p>(b) a contractor as principal contractor.</p> <p>(2) The appointments must be made as soon as is practicable, and, in any event, before the construction phase begins.</p>	<p>Reg 14 (1) Where a project is notifiable, the client shall appoint a person (“the CDM co-ordinator”) to perform the duties specified in regulations 20 and 21 as soon as is practicable after initial design work or other preparation for construction work has begun.</p> <p>(2) After appointing a CDM co-ordinator under paragraph (1), the client shall appoint a person (“the principal contractor”) to perform the duties specified in regulations 22 to 24 as soon as is practicable after the client knows enough about the project to be able to select a suitable person for such appointment.</p>	<ul style="list-style-type: none"> • Notifiability is no longer a trigger for appointments as a Principal Designer and Principal Contractor are required on ALL projects where there is more than one Contractor working
	<p>Reg 14 (3) The client shall ensure that appointments under paragraphs (1) and (2) are changed or renewed as necessary to ensure that there is at all times until the end of the construction phase a CDM co-ordinator and principal contractor.</p>	<ul style="list-style-type: none"> • No equivalent duty in CDM 2015

Regulation 5 – Appointment of the principal designer and the principal contractor (2 of 2)

CDM 2015	CDM 2007	Comments
<p>Reg 5 (3) If the client fails to appoint a principal designer, the client must fulfil the duties of the principal designer in regulation 11 and 12.</p> <p>(4) If the client fails to appoint a principal contractor, the client must fulfil the duties of the principal contractor in regulations 12 to 14.</p>	<p>Reg 14 (4) The client shall—</p> <p>(a) be deemed for the purposes of these Regulations, save paragraphs (1) and (2) and regulations 18(1) and 19(1)(a) to have been appointed as the CDM co-ordinator or principal contractor, or both, for any period for which no person (including himself) has been so appointed; and</p> <p>(b) accordingly be subject to the duties imposed by regulations 20 and 21 on a CDM co-ordinator or, as the case may be, the duties imposed by regulations 22 to 24 on a principal contractor, or both sets of duties.</p>	<ul style="list-style-type: none"> • Similar duty whereby if the Client fails to appoint one or both of the duty holders then that Client has to fulfil those duties themselves • However, the duties of a Principal Designer in CDM 2015 are more onerous than those of a CDM Coordinator in CDM 2007 • Under CDM 2015, the CDM Coordinator no longer exists for projects commissioned after 6 April 2015
	<p>(5) Any reference in this regulation to appointment is to appointment in writing.</p>	<ul style="list-style-type: none"> • Incorporated into Reg 5 (1) in CDM 2015

Regulation 6 – Notification (1 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 6 (1) A project is notifiable if the construction work on a construction site is scheduled to—</p> <p>(a) last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project; or</p> <p>(b) exceed 500 person days.</p>	<p>Reg 2 (3) For the purposes of these Regulations, a project is notifiable if the construction phase is likely to involve more than—</p> <p>(a) 30 days; or</p> <p>(b) 500 person days, of construction work.</p>	<ul style="list-style-type: none"> • An additional criterion has been added to the criteria for notifiability • This raises the threshold for notification • However, notifiability no longer triggers additional appointments (CDM Coordinator and Principal Contractor) and duties (the preparation of a construction phase plan and health and safety file) as it did in CDM 2007
<p>Reg 6 (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.</p> <p>(3) The notice must—</p> <p>(a) contain the particulars specified in Schedule 1;</p> <p>(b) be clearly displayed in the construction site office in a comprehensible form where it can be read by any worker engaged in the construction work; and</p>	<p>Reg 21 (1) The CDM co-ordinator shall as soon as is practicable after his appointment ensure that notice is given to the Executive containing such of the particulars specified in Schedule 1 as are available.</p> <p>Reg 22 (1)</p> <p>(k) ensure that the particulars required to be in the notice given under regulation 21 are displayed in a readable condition in a position where they can be read by any worker engaged in the construction work;</p>	<ul style="list-style-type: none"> • The Client is now required to notify the Executive • Under CDM 2007, the CDM Co-ordinator was required to notify the Executive • Under CDM 2007, it was the Principal Contractor's duty to display the notification

Regulation 6 – Notification (2 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 6 (3) (c) if necessary, be periodically updated.</p>	<p>(2) Where any particulars specified in Schedule 1 have not been notified under paragraph (1) because a principal contractor has not yet been appointed, notice of such particulars shall be given to the Executive as soon as is practicable after the appointment of the principal contractor, and in any event before the start of the construction work.</p>	<ul style="list-style-type: none"> The requirement to update is now a periodical one rather than to fill in any gaps
	<p>(3) Any notice under paragraph (1) or (2) shall be signed by or on behalf of the client or, if sent by electronic means, shall otherwise show that he has approved it.</p>	<ul style="list-style-type: none"> No requirement for an equivalent duty in CDM 2015 as the Client is required to notify the Executive
<p>Reg 6 (4) Where a project includes construction work of a description for which the Office of Rail Regulation is the enforcing authority by virtue of regulation 3 of the Health and Safety (Enforcing Authority for Railways and Other Guided Transport Systems) Regulations 2006(a), the client must give notice to the Office of Rail Regulation instead of the Executive.</p>	<p>Reg 21 (4) Insofar as the project includes construction work of a description for which the Office of Rail Regulation is made the enforcing authority by regulation 3(1) of the Health and Safety (Enforcing Authority for Railways and Other Guided Transport Systems) Regulations 2006(a), paragraphs (1) and (2) shall have effect as if any reference to the Executive were a reference to the Office of Rail Regulation.</p>	<ul style="list-style-type: none"> Similar duty

Regulation 6 – Notification (3 of 3)

CDM 2015	CDM 2007	Comments
<p>Reg 6 (5) Where a project includes construction work on premises which are or are on—</p> <p>(a) a GB nuclear site (within the meaning given in section 68 of the Energy Act 2013(b));</p> <p>(b) an authorised defence site (within the meaning given in regulation 2(1) of the Health and Safety (Enforcing Authority) Regulations 1998(c)); or</p> <p>(c) a new nuclear build site (within the meaning given in regulation 2A of those Regulations), the client must give notice to the Office for Nuclear Regulation instead of the Executive.</p>		<ul style="list-style-type: none"> • New duty, primarily to reflect the Energy Act 2013

Regulation 7 – Application to domestic clients

CDM 2015	CDM 2007	Comments
<p>Reg 6 (1) Where the client is a domestic client the duties in regulations 4(1) to (7) and 6 must be carried out by—</p> <p>(a) the contractor for a project where there is only one contractor;</p> <p>(b) the principal contractor for a project where there is more than one contractor;</p> <p>or</p> <p>(c) the principal designer where there is a written agreement that the principal designer will fulfil those duties.</p> <p>(2) If a domestic client fails to make the appointments required by regulation 5—</p> <p>(a) the designer in control of the pre-construction phase of the project is the principal designer;</p> <p>(b) the contractor in control of the construction phase of the project is the principal contractor.</p> <p>(3) Regulation 5(3) and (4) does not apply to a domestic client.</p>		<ul style="list-style-type: none"> • New duty, primarily to reflect the inclusion of domestic Clients in CDM 2015 • However, a domestic Client is not required to carry out the duties placed on commercial Clients in Reg 4 • These duties will be carried out by the Contractor, Principal Contractor or Principal Designer and not the domestic Client