United Reformed Church South Western Synod Information Sheet 3

PROPERTY MANAGEMENT & REPAIRS

**The Synod Property Committee**

The Synod Property Committee (SPC) is responsible for managing property assets held in trust by the URC SW Synod Trust. The SPC has delegated power to offer grants and loans for improving and maintaining church property. It can also approve alterations, including those which might affect the character, value or appearance of Listed church buildings (see Information Sheet 9 – Listed Buildings).

The SPC comprises the Synod Moderator, Synod Treasurer, Property and Trust Officer, and Trust Secretary. The Synod Clerk is also ex officio a member of the committee, and meetings are attended by the Secretary of the LBAC.

The Property and Trust Officers act as an advocate for the local church at the SPC meetings so it is important to discuss any plans for your property with them at a very early stage. They will usually be your first point of contact for advice on property matters and can be contacted at the Synod Office.

The local church, through the Elders’ meeting is responsible for the upkeep of all church property. In many cases Elders will appoint an individual or group of people to care for the property and report to Elders’ and Church Meetings as appropriate on maintenance needs. Regular inspection and prompt action can help avoid more major repairs later. Churches should budget for maintenance and carry forward any unused sums to the next year in a property reserve.

Those responsible for Church property are reminded that under the URC Acts, any alterations or works to church property (churches or manses) require Synod consent if those works might alter the character, value or appearance of the building, or the total cost exceeds £5,000. The Synod Property Committee is the appropriate body to give that consent and churches should apply **in advance** by submitting a Property From before starting any works.

Subject to advance application and SPC approval, Synod may offer grants or loans detailed in Information Sheet 4.

Applications for consent to proposed works and alterations, and for financial assistance, should be submitted by completing a Property Form which is available from the Synod Website or by contacting the Synod Office. Works to Listed Buildings are subject to additional procedures, with advice being sought from the Listed Building Advisory Committee (LBAC). LBAC forms are available from the Synod Website or by contacting the Synod Office. See Information Sheet 9 ‘Listed Buildings’.

To reiterate a key point - whenever you are applying for Synod approval for property alterations or for grants or loans you must do so before ordering or starting the works. Applications must be submitted to the Synod Property Team, ideally by email to: [property@urcsouthwest.org.uk](mailto:property@urcsouthwest.org.uk)

**Arranging Building Works**

In most cases, and particularly with alterations and extensions, it is necessary to employ a professional manager (usually an architect or surveyor) who will deal with all contractual matters, the specification of works, obtaining quotations, Health and Safety issues, and if necessary supervise the works. Churches are advised to obtain at least two quotations for work and where appropriate to take up references for tradesmen and contractors. It will be helpful to make sure contractors are quoting on the same basis so quotations can be easily compared.

If the work is of a minor nature, for example decoration, then the Church may arrange this, however it is vital that you instruct building contractors and tradesmen in writing and suggested terms for small works are given in Appendix 1. It is also essential you comply with Health and Safety legislation, particularly the Construction Design and Management (CDM) Regulations (see below). Where the work is significant, (likely to exceed £5,000 and/or requires notification under the CDM regulations) this may mean that the Synod Trust has to place the order for the works.

Elders can accept estimates or quotations but cannot sign a legally binding written Contract on behalf of the church because it has no legal person, and also because the Contract relates to work at premises ‘owned’ by the Synod Trust not the church members.Elders who inadvertently sign a Contract enter into it personally taking full personal liability! The Synod Trust will enter into any written Contract in its capacity as the church’s Property Holding Trustee.

No works should be undertaken without the full use of the attached ‘Rules for Contractors’ Form (see Appendix 3). Volunteers are deemed ‘Employees’ in law, so the church has a ‘duty of care’ which exists at all times.

**Health and Safety**

You will find detailed advice on Health & Safety in Information Sheet 10 – ‘Health and Safety’. Although health and safety is often a matter of common sense, with current legislation the Elders need to show that they have considered risks and appointed appropriate people. Thus Elders must appoint a person or persons to be responsible for advising on fire risk and other health and safety matters. For information about Safeguarding (protection of children and vulnerable adults please refer to the Synod website: <http://www.urcsouthwest.org.uk/church-development/safeguarding/>

CDM Construction (Design & Management) Regulations 2015

These Regulations apply to all projects (i.e. including decoration and small repairs undertaken by contractors, tradesmen or volunteers). You must consult your church Health and Safety Advisor prior to arranging the works. See Appendix 4.

**The Synod Trust has a statutory duty to ensure compliance with the CDM Regulations on all works which will necessitate tradesmen and contractors accepting terms and conditions of appointment, which may be in the form of a written Contract or exchange of letters. If the work is significant or ‘notifiable’ the order for the work must be placed by the Synod Trust to fully protect the Elders from financial and statutory (health and safety) liability.**

Works which are ‘notifiable’ are those that take more than 30 days to complete and/or involve more than 500 person days (eg 50 people working on site for more than 10 days) are subject to Part 3 of the Regulations and are ‘notifiable’ to the Health and Safety Executive, and a ‘Principal Designer’ (previously a CDM Co-ordinator) must be appointed. Where the Synod Trust enters into a building contract for ‘notifiable’ works this will be subject to the prior appointment of a professional Principal Designer.

A copy of the CDM Regulations is available at:

<http://www.legislation.gov.uk/uksi/2015/51/pdfs/uksi_20150051_en.pdf>

<http://www.legislation.gov.uk/uksi/2007/320/pdfs/uksi_20070320_en.pdf>

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwiyt46Lv8n7AhUPSMAKHb-WDqAQFnoECCUQAQ&url=https%3A%2F%2Fwww.chas.co.uk%2Fblog%2Fcdm-regulations-complete-guide%2F&usg=AOvVaw1UqyR2tgvpNhI-DxvksmYQ

**Insurance**

The Elders are responsible for ensuring that the property is properly insured and that the insured sums are adequate. This is especially important for rebuilding costs, and particularly so for Listed buildings. It is recommended that all church property is insured through one of the specialist church insurers. The usual companies are Congregational & General Insurance Company PLC and Ansvar (with which the former URC Insurance Company merged)

Please ensure that the policy is in the names of ‘Anychurch’ United Reformed Church and its Trustees”. Although the recommended church insurers have not so far been known to quibble, such practice ensures that your policy covers both the church, its Elders and its Trustees appointed under the URC Acts. This would be vital should there be any question of litigation.

Optional additional cover may be provided for impact damage by vehicles. If your church building or manse is at risk, for example if there is no ground between the building and the public roadway, or only a very narrow footway, and the premises are situated on a busy or narrow road, this cover is strongly advised. Cover for accidental damage to buildings is not always automatically included but is highly recommended so check policy wording carefully.

Insurance companies advise churches to include Trustee liability insurance, and cover is included in some policies. We always recommend you use a broker as insurance companies are unable to give independent advice, which Elders (as managing Trustees) are obliged to obtain. Cover is not provided in instances of criminal negligence or fraud. Failure to comply with Health & Safety law may well not be covered if the Elders might reasonably have known of a problem and had done nothing about it – e.g. had no asbestos survey/management plan or fire safety risk assessment.

Although manses may be insured through any reputable company, some special features can apply to manses, and on the occasions when it proves necessary for the Synod Property and Trust Officer to contact the insurers on your behalf, eg when buying and selling manses, the two insurance companies understand the church organisation and are always helpful.

**Quinquennial Surveys (and Electrical Safety Reports)**

Quinquennial Surveys have proved a valuable guide to managing property maintenance for churches and manses. They must be undertaken by a qualified surveyor or architect. An example report is given in Appendix 2, which indicates what should be covered but surveyors can use their own form of report. The main requirement is a prioritised schedule of outstanding works and guide costings for budgeting purposes. The local church instructs the surveyor and pays the account. The Synod Property and Trust Officer may be able to advise you on a suitable surveyor. These need to be carried out every 5 years in accordance with Synod Policy

**Send your fully completed copies of the survey report and electrical safety report to the Synod Property and Trust Officer. You may then claim a grant of 50% of the cost of the survey and electrical safety reports by sending an invoice or receipt to the Synod Property and Trust Officer. You should also note that Synod property grants and loans will only be offered if a current survey report exists.**

It is Synod Policy and a formal requirement of the URC procedure for Works to Listed Buildings (see Information Sheet 9) that churches and manses are inspected every five years.

**Asbestos Surveys and Management**

The Control of Asbestos Regulations 2012 (part of the Health and Safety at Work Act 1974) applies to all non-residential properties. The legislation imposes a Duty of Care on occupiers (i.e. the Elders) of non-residential property to ensure that any asbestos is identified. The only way this can be done is by an independent surveyor (so any liability resulting from an error or omission is covered by the surveyor’s professional liability insurance). Having an Asbestos Survey and (if asbestos is present) a Management Plan (previously referred to as an Asbestos Register) is a legal requirement for all churches. The Management Plan is in effect a Risk Assessment with advisory notes relating to location and maintenance of asbestos. All contractors should be asked to acknowledge that they have read the survey and management plan before starting work, ideally signing a record sheet.

The position with manses is interesting and in most cases the Manse will be exempt from the Regulations (whether occupied by a minister or tenant), however in some cases it will be prudent to include the manse in the management survey.

HSE ‘Managing and working with asbestos - Control of Asbestos Regulations 2012. Approved Code of Practice and guidance’ is essential reading for all churches and is available at:

<http://www.hse.gov.uk/pubns/books/l143.htm>

**Let Property (Manses, churches, buildings, halls etc):**

Please note that in the case of let property (leases, licences and let manses) all legal documentation / contracts are prepared by the Synod Solicitor and are in the name of the United Reformed Church South Western Synod (incorporated) rather than the local church. All income derived from such lettings goes to the Synod Finance Team initially. This is then forwarded to the local churches, less 10% which is paid into a Synod Earmarked Fund. This money remains the local churches money to meet the costs of repairs. The Synod will report annually on the state of the Funds which will accrue interest.

**Emergency Repairs**

In an emergency consult immediately with the Synod Property and Trust Officers for advice and to ensure that you remain eligible for financial assistance.

For further information and clarification contact :-

The Property & Trust Officer

The United Reformed Church South Western Synod

Taunton URC

20 Paul Street

Taunton

Somerset

TA1 3PF

Web: [www.urcsouthwest.org.uk](http://www.urcsouthwest.org.uk)) Tel: 01823 275470 Email: [property@urcsouthwest.org.uk](mailto:property@urcsouthwest.org.uk)

**AppenDIX 1** **Suggested Terms for minor works**

Many problems arise because of a lack of understanding between the church and the contractor over the work to be done and the price to be paid, particularly if there is no record in writing.

This document is intended to give some idea of the details that need to be checked with a contractor and put in writing before works commence. Even if the contractor provides a written quotation with terms of business, it is worth completing the checklist as well. Whilst it tries to include the basic terms, it is of course not possible to cover every eventuality. It may therefore be necessary to add to the checklist to cover your individual requirements. It is intended to assist church officers where no architect or surveyor is involved.

CUSTOMER / CLIENT : - The United Reformed Church at

(Name, address and telephone number of church officer)

Only the Church Officer named is authorised to give instructions to the contractor, in respect of the contract or any variation thereof.

CONTRACTOR:

(Name, address and telephone of main contractor)

**THE JOB:**

**1. WORK TO BE DONE**

(List all the work you have asked the contractor to carry out including a detailed specification and a requirement that the works shall be carried out in a good and workmanlike manner)

**2. MATERIALS TO BE USED**

(List the type, quality and measurement of materials agreed upon e.g. type of bricks, window frames, loft insulation - get samples If possible and require all materials to be sound and fit for the purpose required.

**3.** **NAME OF SUB-CONTRACTOR(S)** (if appropriate)

(to be approved by Project Team / or Health and Safety Adviser.

Name and address of any other contractor that may be employed by the main contractor)

**4.** **DATE WORK WILL COMMENCE**

(Ask the contractor to give you a starting date. It is essential that work should start on this date, make a written note of this). For CDM Notifiable projects the Principal Designer (previously CDM Co-ordinator) will confirm to the Client the agreed start date.

**5**. **DATE WORK WILL BE COMPLETED**

(Ask the contractor to give a date (even If approximate) as to when the work will be finished. Again, if the work must be complete by a certain date, make a written note of this. Require the contractor to work continuously on the work site except for abnormal weather conditions.

**THE PRICE**

**1. PRICE AGREED**

(It is essential to obtain a final fixed price or written quotation from the contractor.

Check whether this price includes VAT.)

**2. FORM OF PAYMENT**

(For small contracts payment would normally be when work is completed. If paying by instalments state at what stage of work and ensure the payment is under the value of works actually done. Church must arrange for payment facilities before contract is signed on behalf of Church

**3. WHEN IS PAYMENT DUE?**

(Specify when payment is to be made e.g. after final completion of work or in instalments)

If work is not satisfactorily completed retain sufficient monies to cover cost of completing works by another contractor.

**4. DEPOSIT DETAILS**

(Specify if a deposit has to be paid. If so, when and what amount? Make sure it is refundable if the contract does not go ahead)

Deposits would not normally be paid except perhaps for equipment to be installed on

site. Equipment should be on site before payment is made or at least the order form with delivery date produced. All materials on site are the direct responsibility of the contractor who must be liable to make good any loss or damage prior to completion of the work.

**5. RETENTION**

For large contracts / projects your architect / building surveyor will advise upon retentions and their uses. Often around 10& of the value of the works is retained for a 12 month period to be used for any immediate defects which might occur e.g. peeling paintwork, minor cracking in plasterwork etc.

**OTHER CONDITIONS**

**1. PLANNING PERMISSION/BUILDING REGULATIONS**

(Specify whether or not planning permission and/or building regulations approval is required & if necessary has it been obtained and whose responsibility is it to obtain it)

**2. PRODUCTION / USE OF WRITTEN HEALTH AND SAFETY REGIME**

e.g. Risk Assessments and safe systems of work.

**3.SPECIAL INSTRUCTIONS/CONDITIONS**

(List any special Instructions you have given the contractor or any promises the contractor has made)

e.g. Removal of all debris leaving site clean and tidy. Hazardous waste noted.

Contractor to produce written evidence of his Insurance cover - not less than value of building.

Updating existing Health & Safety file with ‘Operating & Maintenance’ Manual containing technical Record details and Test and Commissioning documentation.

**4 CDM Regulations**: (unlikely for small jobs) if the work will take longer than 30 days and / or more than 500 person days , you will need to refer to the Synod Trust regarding the appointment of a professional Principal Designer (previously a CDM Co-ordinator) and health and safety competent contractor. If the works do not exceed these limits you must consult with your Health and Safety Adviser to ensure compliance with Parts 1, 2 and 4 of the Regulations. If in doubt contact the Synod Office.

**Remember a signature is binding**

Customer's Signature .......................................

Contractor's Signature ......................................

Dated ......................................

**Appendix 2**

UNITED REFORMED CHURCH

South Western Synod

BUILDING REPORT (NOTE: SEPARATE REPORTS MUST BE COMPLETED FOR EACH BUILDING)

CHURCH: ........................................................................................... CHURCH NO: ...................

REPORT ON: (Church/Manse/Hall etc.) ............................................................................................

COMPILED BY: ......................................................................................................................

DATE OF INSPECTION: .........................................................................................................

|  |  |
| --- | --- |
| **PART 1: TO BE COMPLETED BY CHURCH OFFICER(S) and handed to the surveyor prior to his carrying out the survey together with copies of**:   1. the previous survey 2. your property Log Book 3. your asbestos survey, management plan /register 4. your fire and accident risk assessments 5. Your latest gas and electrical inspection reports, if not with the log book 6. All Health and Safety files c/w Operating and Maintenance Manuals   Ensure that the surveyor is appropriately qualified and experienced to prepare a building condition survey and has the appropriate level of professional indemnity and liability insurance cover. The surveyor should be a member of the RICS. | |
| 1 - **General Matters** | |
| 1. Is the Building Listed? If so, state Grade.   (attach Listing particulars if you can) |  |
| 1. Is the Building in a Conservation Area? |  |
| 2 - **Health & Safety Issues** | |
| 2.1 **Building Fire Precautions**: | |
| a. Fire Plan: is your fire plan current in compliance with Regulatory Reform (Fire Safety) Order 2005 |  |
| b. Fire Risk Assessment: When was it last updated? |  |
| b. Fire extinguishers: |  |
| (1) Type ? |  |
| (2) Are they fully charged and ready for use? |  |
| (3) When were they last serviced? |  |
| (4) Does the provision conform to the current Fire Plan? |  |
| 2.2 **Asbestos** |  |
| a. What is date of your asbestos Survey and Management  Plan (or Register)? Who provided it?  Is it up to date?  Are any special measures outstanding? (e.g. removal,  encapsulating) |  |
| b. Do you have a Refurbishment & Demolition Asbestos  Survey (if applicable)? |  |
| 3 - **Disability Discrimination Act** | |
| a. Has the Church complied with its responsibilities under the Act? |  |
| b. Have you carried out an Access Audit and when? |  |
| 4 - **Land**: | |
| 1. Fencing: is the land completely fenced on all sides? |  |
| b. Use by others: Is any portion of the land or building being used by an outsider without payment of rent? |  |
| c. If so, what precaution is being taken to prevent possible loss of title by squatter’s rights? |  |
| 5 - **Insurance**: | |
| a. Amount for which building is insured?  Insurers name and Policy Number |  |
| b. Date of last valuation. |  |
| 6 - **Recommendation**: Give a brief statement of any building works thought urgently necessary to aid the Church in its work (other than repairs which may be identified in the survey) | |

**Part 2**: TO BE COMPLETED BY A BUILDING SPECIALIST: (ARCHITECT, SURVEYOR, GENERAL CONTRACTOR, BUILDING TECHNICIAN)

**General**

|  |  |
| --- | --- |
| 1 | Comment on limitations of survey. If possible please annotate a sketch plan to show defects. If Part 1 of the report has not been completed request a completed copy. |
| 2 | Comment on: |
| a | Compliance with Fire, Health and Safety, Asbestos and DDA requirements |
| b | Insurance valuation |
| c | CDM Regulations |

**SITE**

|  |  |
| --- | --- |
|  | **Boundary Walls, Fencing, Gates:** |
|  | Condition, including painting, if applicable |
|  | **Drives, Car Parks, Paths**: |
|  | Condition: |
|  | **Land**: |
|  | General condition of grounds |
|  | If there is a graveyard are there any safety issues? |

**BUILDING (EXTERNAL)**

|  |  |
| --- | --- |
|  | **Roofs**: (including tower/spire where applicable) |
|  | a) Type and condition of roof covering |
|  | b) Type and condition of flashings |
|  | c) Condition of eaves and verges |
|  | d) Are ridge and hip tiles secure? |
|  | e) Condition of lightning conductor: date of last test |
|  | **Rainwater Goods**: |
|  | a) Condition of external gutters and downpipes |
|  | b) Condition of parapet gutters and valley gutters |
|  | c) Condition of flat roof rain outlets.  Any missing grids? |
|  | d) Condition of gullies:  Are any blocked? |
|  | **Drainage**: |
|  | a) Are the drains clean, running free and well ventilated? |
|  | b) Are there adequate manholes for proper inspection and maintenance? |
|  | **Walls**: (including tower / spire / chimneys as applicable) |
|  | a) Materials and condition of wall. Any decay? |
|  | b) Chimney materials: type and condition |
|  | c) Are walls / chimneys clearly out of plumb? |
|  | d) Are damp proof courses present?  Are they effective? |
|  | e) Are air bricks present? Clear? Adequate? Necessary? |
|  | **Decorations**: |
|  | Comment on general and specific condition |
|  | **General:** Any other comments or advice: |

**BUILDING (INTERNAL)**

|  |  |
| --- | --- |
|  | **Roof Spaces**: |
|  | a) Is there adequate access for inspection? |
|  | b) Are there any roof leaks, signs of any structural failure, rot or insect attack? |
|  | c) Is the roof space adequately ventilated? |
|  | d) Has a heat insulation quilt been provided? |
|  | **Ceilings**: |
|  | a) Are there signs of roof leaks on ceilings? |
|  | b) Are any ceilings in a poor state or showing signs of collapse? |
|  | **Walls**: |
|  | a) Condition of wall plaster |
|  | b) Condition of dado panelling |
|  | **Windows**: |
|  | a) Type and condition of frames and sills |
|  | b) Condition of glazing: Plate, sheet, wired glasses, leaded lights |
|  | **Floors, stairways, galleries**: |
|  | a) Any defects, such as badly worn surfaces or worm infestation? |
|  | b) Is there adequate access to inspect underside of suspended floors? |
|  | c) Are suspended floors adequately ventilated? |
|  | d) Condition of stairways, galleries or balconies. |
|  | **Decorations**: Comment on general and specific condition: |
|  | **General:** Any other comments or advice: |

**SERVICES**

|  |  |
| --- | --- |
|  | Water: Note any leaks or defects in: |
|  | a) Water tank and insulation |
|  | b) Pipes, tanks and fittings |
|  | c) State condition of: |
|  | 1. WC’s |
|  | 1. Urinals |
|  | 1. Sinks |
|  | 1. Washbasins |
|  | 1. Baths |
|  | Gas: (except Central Heating system)  Date of last insepction / maintenance report:  Note any leaks or other defects in pipework and fittings, including pilot lights for: |
|  | a) Boiler(s) |
|  | b) Cooker(s) |
|  | c) Fire and other heaters |
|  | d) Water heaters |
|  | Electricity:  Insert date of Test Certificate for Lighting and Power  Insert date for Test Certificate for Emergency Lighting  Insert date of Test Certificate of Fire Alarm  Insert date of last PAT (Portable Appliance) Testing and availability of schedule of appliances tested.  Insert availability of Emergency lighting Test Logbook  Insert availability of Fire Alarm Test Logbook  Note any visual defects in: |
|  | a) Installation, switches, control gear |
|  | b) Fittings |
|  | c) Lighting |
|  | d) Fire and air heaters |
|  | e) Water heaters |
|  | f) Cooker(s) |
|  | **Central Heating:** |
|  | a) Type of installation (e.g. LPHW) |
|  | b) Fuel |
|  | c) Condition, including boiler, pump, controls radiators and any other equipment |
| **21.** | **Other: e.g. Heat Pumps, Solar Panels, Electricity charging points etc.** |

22. Work recommended to be done: (**Please include approximate costing if possible**)

1. Work which should be undertaken urgently
2. Matters requiring annual attention
3. Work which should be undertaken within 2 years
4. Work which should be undertaken within 5 years

**Survey report completed by ………………………………………………….. (Name)**

**……………………………………………………………………………………… (Address)**

**………………………. (Date) …………………………………………………… (Phone)**

**(Email): .............................................................................**

**APPENDIX 3 – RULES FOR CONTRACTORS**

(To be supplied to the Contractor with all Health and Safety documentation, and signed and dated by the Contractor and church Secretary or church Representative

**Contractors are reminded of their own legal obligations under the Health and Safety at Work Act and all current Safety legislation including the CDM Regulations 2007**

# United Reformed Church takes all reasonable steps to provide a safe working environment for their staff and all others, and all visiting contractors are expected to comply and achieve the same high standards.

In particular **All Contractors must:-**

a) read and understand the contents of the church Health and Safety File BEFORE commencing their activities;

b) ‘Sign in’ and ‘Sign out’ upon completion of every daily activity, and conform with church procedures

c) compile their own Safe system of work procedure;

d) only access those areas of the premises allotted for their work;

e) provide all specialist Safety equipment necessary for the Safety and Welfare of their employees;

f) ensure any hazardous substance necessary for the Works has a COSHH Assessment, and the church is notified and provided with Manufacturers technical data sheet BEFORE the works commence;

g) not undertake hot work without the issue of a ‘Permit to Work’ by the church

h) update the church Health and Safety file documentation in line with the works undertaken.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Church Secretary / Representative Contractor

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 4 – CDM REGULATIONS**

**Health and Safety Associates January 2015**

**C.D.M. Regulations 2015**

**supersedes C.D.M. Regulations 2007**

**What will change?**

Client: The new Regulations recognise the influence and importance of the client as the head of the supply chain such that they are best placed to set standards throughout a project.

Principal designer: The replacement of the CDM co-ordinator role (under CDM 2007) by principal designer. This means that the responsibility for coordination of the pre-construction phase – which is crucial to the management of any successful construction project – will rest with an existing member of the design team.

Competence*.* This will be split into its component parts of skills, knowledge, training and experience, and if it relates to an organisation - organisational capability. This will provide clarity and help the industry to both assess and demonstrate that construction project teams have the right attributes to deliver a healthy and safe project .

Requirement for Notifications to be made to the HSE for certain ‘domestic’ Projects.

**When do the changes take effect?**

6th April 2015

**Are there transitional arrangements for existing Projects?**

Current CDM-C appointments :-

(i) remain in place until 15/10/2015 on projects where construction activities have already commenced and then immediately transfer to the appointed principal contractor.

(ii) upon all pre-construction Projects, CDM-C duties and responsibilities pass immediately to the lead designer on 06/04/2015.

**Who is a domestic client?**

A domestic client is someone who has construction work done on their own home, or the home of a family member, which is not done in connection with a business. If the work is in connection with a business attached to domestic premises, such as a shop, the client is not deemed ‘ domestic’.

**What should a domestic client do?**

A domestic client is not required to carry out the duties placed on commercial clients where the project involves:

1. only one contractor, the client duties must instead be carried out by the contractor. The contractor must then carry out the client duties as well as the duties they already have as contractor for the project. In practice, this should involve doing little more to manage the work to ensure health and safety;

2. more than one contractor, the client duties must instead be carried out by the principal contractor as well as the duties they already have as principal contractor. If the domestic client has not appointed a principal contractor then the duties of the client will be carried out by the contractor in control of the construction work.

In many situations, domestic clients wishing to extend, refurbish or demolish parts of their own property will, in the first instance, engage an architect or other designer to produce possible designs for them. It is also recognised that construction work does not always follow immediately after design work is completed. If they so wish, a domestic client has the flexibility of agreeing (in writing) with their designer that the designer coordinates and manages the project, rather than this role automatically passing to the principal contractor. Where no such agreement is made, then the principal contractor will automatically take over the project management responsibilities.

Health and Safety Associates January 2015

C.D.M. Regulations 2015 APPLIES TO ALL CONSTRUCTION WORKS – both commercial and domestic

Intended to reduce needless bureaucratic paperwork, streamline responsibility and accountability:

philosophy that ‘guilty until proven innocent’ remains.

Defines the Clients overall responsibility for the successful execution of the project.

Focuses attention on continuous pro-active Client responsibility to ensure suitably adequate pre-planning

and management strategies necessary to reduce and manage health and safety risks so as to be effectively

implemented throughout the entire length of projects.

Re-allocates CDM Co-ordinator duties and responsibilities on commercial projects initially to the lead

designer and subsequently to the appointed principal contractor. On domestic projects, the CDM-C role

rests with the contractor.

**Existing CDM-C appointments :-**

(i) remain in place until 15/10/2015 on current construction projects and then immediately transfer to the appointed principal contractor.

(ii) upon projects prior to commencement of construction activities pass to the lead designer

immediately on 06/04/2015.

Where Clients do not appoint ‘lead’ designers or principal contractors, then the CDM-C duty and

responsibility rests with them.

Requirement for everyone to co-operate with each other to enable their duties to be fulfilled. This includes co-operation between different projects on the same or adjoining sites.

**Clients must:-**

1. Establish a ‘client brief’ defining strategy for the proposed project, timeframes, budgets etc together

with expectations for effective management of all health and safety issues arising throughout the

construction project and the life of the premises.

2. Make suitable arrangements for the successful management of the project.

3. Select and ensure that all persons to be used on a project, designers, contractors and other persons are

competent, adequately resourced and appointed early enough to undertake their scope of works, and

appointed in writing.

4. Ensure suitably adequate pre-planning and management strategies necessary to reduce and manage

health and safety risk are effectively implemented throughout the entire length of projects.

5. Provide to the project team all available information to assist the design process.

6. Make electronic notifications of all Projects to the HSE using Form F10, when:-

(i) duration of construction activities exceed 30 working days

(ii) construction projects exceed 500 person days

7. Check that the lead designer is adequately fulfilling their duties as required by CDM Regs 2015.

8. Ensure that all workplace Projects , ie. factories, shops, offices, schools etc are designed in compliance

with The Workplace (Health, Safety and Welfare) Regulations 1992.

9. Monitor the progress of the projects delivery using the check-list provided by HSE.

10. Ensure that a construction phase health and safety plan prepared by the principal contractor is in place.

11. Ensure that the principal contractors welfare facilities have been established in readiness for commencement of site activities.

12. Check that the previously defined management arrangements are effectively in place.

13. Check that project completion and handover arrangements are in place.

14. Ensure delivery of the health and safety file from the project team following completion.

15. Make the health and safety file available to all persons that require it in the future.

Health and Safety Associates January 2015

**Principal Designers must:**

1. Be appointed by the client in writing.

2. Assist the client in identifying, obtaining and collation of pre-construction Information.

3. Provide all such documentation to designers, principal contractors and contractors throughout the life of the project.

4. Ensure that all designers fulfil their duties and effectively co-operate with each other.

5. Liaise with the principal contractor throughout the duration of their appointment.

6. Prepare the health and safety file and deliver to the client.

**NB.** Should the appointment cease before practical completion, then the health and safety file must be

prepared up to date and delivered to the principal contractor for his completion and subsequent

delivery to the client.

**Designers must:**

1. Ensure that clients are aware of their duties.

2. Have sufficiently adequate skills, knowledge, experience and resources to address all health and safety

issues arising from the projects designs and throughout the life of the project.

3. Understand and be aware of the significant risks to which construction workers are exposed arising from design decisions.

4. Implement the principles of prevention throughout the design process.

5. Provide information regarding risks associated with their designs.

6. Co-operate with the principal designer and other designers to ensure co-ordination of their designs

throughout the Project.

**Principal Contractors must:**

1. Liaise and co-operate with all other duty-holders under CDM 2015.

2. Liaison with principal designer on all design issues, particularly contractor design.

3. Use all available pre-construction information, preparing a suitably adequate construction phase health

and safety plan.

4. Implement effective management regime of implementation, monitoring and supervision of this plan.

5. Ensuring co-ordination and co-operation between all contractors.

6. Establish operational welfare facilities upon the site prior to the commencement of his activities.

7. Secure the site area to prevent unauthorised access.

8. Provide effective site inductions to all persons entering upon the site to maintain their health, safety and welfare.

9. Liaise with the principal designer with the provision of record documentation and delivery of the health

and safety file to the client following practical completion.

10. When appointed by a domestic client, they must undertake all client duties.

**Contractors must:**

1. Liaise and co-operate with all other duty-holders under CDM 2015, including other contractors.

2. Liaise and co-operate with the principal contractor and all other contractors throughout the project.

3. Use all available pre-construction information, preparing a suitably adequate construction phase health

and safety plan.

4. Ensure the workforce have suitably adequate skills, knowledge and resources to undertake their activities safely, including regular training, consultation etc.

5. Ensure effective management regime of implementation, monitoring and supervision of this plan.

6. Ensure that the site is secure and that operational welfare facilities upon the site are available.

7. Liaise with the principal contractor for the provision of record documentation for the health and safety file following practical completion.

8. When appointed by a domestic client, they must fulfil all client duties.

Extract from HSE Guidance Note for Clients – CDM Regs 2015

3.6 Pre-construction client checklist

You may find this checklist useful as an aide memoire.

**Tick**

**1** Are you clear about your responsibilities?

**2** Have you made your formal appointments?

**3** Have you checked that the principal designer or designer has the capability and necessary skills, knowledge, training and experience to fulfil their duties?

**4** Have you checked that the principal contractor or contractor has the capability and necessary skills, knowledge, training and experience to fulfil their duties?

**5** Have you checked that the project team is adequately resourced?

**6** Has a project or client brief been issued to the project team?

**7** Has the project team been provided with information about the existing site or

structure (pre-construction information)?

**8** Has project-specific health and safety advice been sought?

**9** Are suitable arrangements in place to manage health and safety throughout the

project?

**10** Has a schedule of the key activities for the project been produced?

**11** Has sufficient time been allowed to complete the key activities?

**12** Where required, has an online F10 notification form been submitted to HSE to notify them of commencement of work?

**13** Have you checked that a construction phase plan has been adequately developed before work starts on site?

**14** Are you satisfied that suitable welfare facilities have been provided before work starts on site?

**15** Have you agreed the format and content of the health and safety file?

Post- construction client duty

**1.** At the end of the Project you must ensure that the Principal Contractor or Designer passes to you the Health and Safety File that has been reviewed and updated.

You might require a full explanation as to its content, any residual risks and its future use.

Text

Description automatically generated

Text

Description automatically generated