SCOPE OF SERVICES

Principal Designer Services

(CDM 2015)

Scotland

May 2022 (revised April 2025)

RICS®

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(CDM 2015)

Scotland

May 2022

This document was revised in April 2025 to ensure all references to 'Principal Designer' refer to an appointment under the terms of CDM 2015.

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Principal Designer (CDM 2015) Services

For use with the RICS Standard or RICS Short Forms of Consultant's Appointment

Additional notes

- These Services should be completed by inserting a 'tick' in the box next to the Service to be provided. For further information, please refer to the RICS Standard or RICS Short Form of Consultant's Appointment explanatory notes.
- All other Services that are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
- Any bespoke Additional Services agreed between the Client and the Consultant should be inserted in Section 6.
- A schedule of 'typical' meetings is included with these Services in the Appendix. Completion of this schedule is also recommended.
- The Consultant's role and associated duties are set out in the *Construction (Design and Management) Regulations* 2015.
- Principal Designer Services in respect of *The Building Regulations* are not applicable in Scotland.

1 Taking instructions

☐ 1.1 Ascertain the nature and complexity of the Project and assist the Client in the preparation of the Project brief. Advise the Client on the nature and extent of their duties and ensure the Client's responsibilities under the *Construction (Design and Management) Regulations* 2015 (CDM 2015) are fully understood.

☐ 1.2 Establish the extent of their instructions, whether they are dealing with all elements on the Site or whether there are any design works to be undertaken outside of the Client's appointments.

☐ 1.3 Obtain any relevant Project background information from the Client including appropriate limitations, and existing information, such as pre-existing health and safety files or pre-construction information.

☐ 1.4 Demonstrate the competence to undertake the role of the Consultant.

2 Statutory compliance

☐ 2.1 All information provided by the Consultant shall be set out in a clear and concise manner, in a format that is comprehensible.

☐ 2.2 Assess the skills, knowledge and experience of the designers appointed or to be appointed by the Client (and others) by reference to the Project and provide a report on the findings.

☐ 2.3 Assess the organisational capacity of the designers appointed or to be appointed by the Client by reference to the Project. Provide a report on the findings.

☐ 2.4 Cooperate with the CDM Compliance Consultant and those working on the Project and with others working on adjacent sites.

- ☐ 2.5 Report to the Client or the person controlling the Project anything the Consultant is aware of that would endanger the health and safety of others.
- ☐ 2.6 During the pre-construction phase, plan, manage, monitor and coordinate matters relating to health and safety.
- ☐ 2.7 Ensure, so far as is reasonably practicable, that for all directly undertaken design work:
  - all hazards have been identified
  - identified hazards are eliminated
  - where hazards cannot be eliminated associated risks have been reduced and
  - information relating to residual hazards is provided to other designers, the Contractor(s) or included within the content of any health and safety file.
- ☐ 2.8 In accordance with the principles of prevention as set out in the *Management of Health and Safety at Work Regulations* 1999, Schedule 1 General Principles of Prevention and any pre-existing health and safety file consider:
  - ☐ 2.8.1 Design, technical and organisational aspects that are being decided to plan the various items or stages of work that are to take place simultaneously or in succession.
  - ☐ 2.8.2 The period of time to complete such work.
- ☐ 2.9 Ensure that all designers comply with their duty under CDM 2015, regulation 9 and that all designers have, so far as is reasonably practicable, identified and controlled hazards to those carrying out or affected by construction work, maintaining or cleaning a structure or using the structure as a workplace.
- ☐ 2.10 Provide regular updates to the Client providing assurance that designers are meeting this requirement.
- ☐ 2.11 Where design work is undertaken outside of the UK, ensure that the appointing body, or where relevant the Client, understands that they become responsible for ensuring design compliance with CDM 2015 and assist with the preparation of evidence of compliance.

3 Pre-construction phase

- ☐ 3.1 Prepare a template of the health and safety file during the pre-construction phase appropriate to the characteristics of the Project.
- ☐ 3.2 Advise the Client on the requirements relating to the provision of pre-construction information and the necessity to commission investigations, surveys and reports where needed to make such information available to designers involved with the Project and for contractors involved throughout the construction phase.
- ☐ 3.3 Assist the Client to provide the pre-construction information to the designers and contractors in a convenient form when in the Consultant's control (CDM 2015 regulation 4(4)).
- ☐ 3.4 Ensure that throughout the pre-construction phase arrangements are in place for the Project to be planned, managed and monitored in respect of health and safety matters so far as is reasonably practicable.
- ☐ 3.5 Coordinate and control the work of other designers involved with the Project and any other duty holders to improve how the risks are managed and controlled.
- ☐ 3.6 Receive and put into action written instructions.
- ☐ 3.7 Ensure that duty holders and others affected by the Project cooperate with each other to ensure that health and safety issues are addressed and considered.
- ☐ 3.8 Identify and eliminate or control, so far as reasonably practicable, foreseeable risks to

the health and safety of any person carrying out or liable to be affected by construction works, or any person maintaining and cleaning a structure or using a structure designed as a workplace.

4 Construction phase

- ☐ 4.1 Attend design, Site and subcontract meetings as appointed by the Client, including any further meetings deemed necessary by the Consultant to discharge their legal obligations.
- ☐ 4.2 Liaise with the principal contractor for the duration of the Consultant's appointment, sharing with the principal contractor information relevant to the planning, management, coordination and monitoring of the construction phase's health and safety matters.
- ☐ 4.3 Assist the Client in the provision of the health and safety file:
  - ☐ 4.3.1 Ensure, so far as is reasonably practicable, the principal contractor draws up a construction phase plan or makes arrangements for a construction phase plan to be drawn up.
  - ☐ 4.3.2 Assist the principal contractor in preparing the construction phase plan by providing all information the Consultant holds that is relevant to the construction phase plan, including: pre-construction information obtained from the Client; and any information obtained from designers under CDM 2015 regulation 9(3)(b).
  - ☐ 4.3.3 If the Consultant's appointment concludes before the end of the Project, the Consultant must pass the health and safety file to the principal contractor.

5 Project completion

- ☐ 5.1 Ensure that the health and safety file is appropriately reviewed, compiled and completed including relevant information, maintenance instructions, residual risk and as built drawings.
- ☐ 5.2 Pass the health and safety file to the Client.

6 Bespoke Additional Services

- ☐ 6.1 Enter or attach bespoke Additional Services agreed with the Client.

Appendix A: Schedule of meetings to be attended by the Consultant

1 Client meetings

Attendance: Partner ☐ Director ☐ Associate ☐ Project surveyor ☐

Other ☐ (please specify) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐

No attendance required ☐ Other ☐

Please specify requirements: _____

2 Design team meetings

Attendance: Partner ☐ Director ☐ Associate ☐ Project surveyor ☐

Other ☐ (please specify) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐

No attendance required ☐ Other ☐

Please specify requirements: _____

3 Project team meetings

Attendance: Partner ☐ Director ☐ Associate ☐ Project surveyor ☐

Other ☐ (please specify) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐

No attendance required ☐ Other ☐

Please specify requirements: _____

4 Site meetings

Attendance: Partner ☐ Director ☐ Associate ☐ Project surveyor ☐

Other ☐ (please specify) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐

No attendance required ☐ Other ☐

Please specify requirements: _____

5 (Other) meetings

Attendance: Partner ☐ Director ☐ Associate ☐ Project surveyor ☐

Other ☐ (please specify) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐

No attendance required ☐ Other ☐

Please specify requirements: _____

Appendix B: Glossary of terms

The following additional definitions shall apply where the RICS Short Form of Consultant's Appointment is used:

Building Contract	The contract or contracts between the Client and the Contractor for the construction of the Project, a copy of which (or a copy of relevant extracts of which) the Client provides to the Consultant.
Contractor	The contractor or contractors that the Client appoints under the Building Contract.
Site	The site on which the Project is being undertaken.

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