



Clause number and heading	Action
<b>Clause 2-40</b>	<b>Delete</b> the existing text and <b>insert</b> the following: 'Where there is a Contractor's Designed Portion, the Contractor, in addition to his obligations under the CDM Regulations in relation to information for the health and safety file, shall, before practical completion of the Works or relevant Section and without further charge to the Employer, supply for retention and use by the Employer such Contractor's Design Documents and related information as may be specified in the Contract Documents or as the Employer may reasonably require that show or describe the Contractor's Designed Portion as built or relate to the maintenance and operation of it or its installations.'
<b>Clause 3-9-2-3</b>	<b>Delete</b> the existing text and <b>insert</b> the following: 'that each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;'
<b>Clause 3-10-3</b>	<b>Delete</b> 'regulations 11, 12 and 18 of the' and <b>insert</b> 'applicable'
<b>Clause 3-23 heading</b>	<b>Delete</b> 'Undertakings to comply'
<b>Clause 3-23</b>	<b>Delete</b> the existing text and <b>insert</b> the following:  'Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:  ·1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;  ·2 the Contractor in addition to any obligations under clause 2-2-3 shall comply with regulation 15 and, where he is the Principal Contractor, with regulations 12 to 14; <sup>[45]</sup>  ·3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;  ·4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.'
<b>Footnote [45]</b>	<b>Delete</b> the existing text and <b>insert</b> the following: 'Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.'
<b>Clause 3-24</b>	<b>Delete</b> the clause heading, number and text

## Incorporation of the modifications

The modifications may readily be incorporated in one of two ways:

**either** by amending the contract document itself in accordance with this Amendment and executing it in its amended form, with each amendment initialled by or on behalf of each party

**or** by attaching this Amendment to the Contract; and, prior to execution, inserting the following further provision in the Articles with the next available number (i.e. normally as Article 10):

**"Article [ \_\_\_ ]: Amendment 1: CDM Regulations – incorporation**

This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations."

(that Article in similar fashion being initialled on execution.)