



Clause number and heading	Action
<b>Clause 3-4-2-3</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 3-9-4</b>	After 'notify the Employer whether', <b>delete</b> ', pursuant to his obligations under regulation 20 (if he is the CDM Co-ordinator) or regulation 22 of the CDM Regulations,' and <b>insert</b> 'in his capacity as Principal Designer and/or Principal Contractor'
<b>Clause 3-16 heading</b>	<b>Delete</b> 'Undertakings to comply'
<b>Clause 3-16</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:  <ul style="list-style-type: none"> <li>.1 where the Contractor is not the Principal Designer, 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;</li> <li>.2 where the Contractor is and while he remains the Principal Designer, he shall comply with the duties of a Principal Designer and shall without charge prepare, and deliver to the Employer, the health and safety file;</li> <li>.3 the Contractor shall comply with regulations 8 to 10 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;<sup>[39]</sup></li> <li>.4 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;</li> <li>.5 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.'</li> </ul>
<b>Footnote [39]</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 3-17</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 11):

**"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.)