



Home Builders Health and Safety Forum

Safety, Health and Environmental Consortium Agreement Template

[Insert Development Name]

1.0 Introduction

This safety, health and environmental consortium agreement, has been compiled by [Insert name of Lead Consortium Member] who is the Lead Consortium member (LCM) for the development called [Insert name of Development]

The consortium members are intending to work together to ensure the safe development of the main infrastructure in respect of traffic and pedestrian management and public safety throughout the works.

It is not intended to complete a formal legal consortium safety, health and environmental agreement, however attention is drawn to the project specific 'Collaboration Agreement' or 'Contract of Sale' where applicable.

2.0 Definitions

In this agreement the following expressions shall have the meaning ascribed to them:

Consortium	Association of two or more developers to manage or develop a home building development and associated infrastructure.
Developers	Companies involved in the development of home building scheme and associated infrastructure works.
Development	Comprehensive development of land for residential and ancillary purposes.
Lead Consortium member	Developer, whom, with the agreement of all other Developers, will take responsibility for Health and Safety of the main infrastructure and services on the Development.
Main Infrastructure	All roads and footpaths and their associated substructure any works which are not services and which are required by the planning permission and/ or section 106 Agreement (including maintenance and remedial works in relation to such items) which for the avoidance of doubt will include (but without limitation to the generality of the forgoing) distributor and other arterial roads, country parks, public open space, amenity and play areas, football pitches and /or changing rooms, woodlands and other community or recreational facilities surface water retention reservoirs and noise bunds.
Services	Works required whether under agreements with relevant utilities or otherwise for the supply of water gas electricity telecommunications and other services (including maintenance and remedial works).
Partitioned Land	Clearly identified and defined parcel of land owned and developed by each of the developers.

3.0 Consulting Engineers

[Insert name of Engineering Consultants] have been appointed as Engineering Consultants for the completion of site investigatory works, highway and drainage designs, removal of existing services (if applicable) and the provision of new services.

4.0 CDM Coordinator

The CDM Coordinator for the works detailed in this agreement is;

[Insert name and address]

5.0 Consortium Members

The following are consortium members of the development within the terms of this agreement;

Consortium member	Principal Office Address	Responsible Person
[Insert name of developer]	[Address of main office]	[Name of main site contact]

6.0 Scope of Agreement

The construction and installation of the following elements are considered consortium works:

[add or delete items as is necessary]

1. All highway works including S278's accesses, but not to include plot frontage footways.
2. All mains drainage including attenuation tanks and laterals; but not to include on plot drainage.
3. Installation of all service mains, excluding plot connections
4. Construction of Sub Station
5. Removal of existing Substation and Gas Governor
6. Diversion of HV cables
7. Landscaping works along the primary access routes

7.0 Main Infrastructure Contractor(s)

The consortium has also appointed the following contractors to complete the consortium works;

Outline Scope of Works	Contractor
<i>[Insert element of work]</i>	<i>[Insert name of contractor]</i>

8.0 Principals of this Agreement

- 8.1 All 'Developers' sharing the 'Development Site' shall co-operate in formulating and implementing a Safety, Health and Environmental Strategy for the safe development of the 'Development Site' as a whole.
- 8.2 The Lead Consortium Member (LCM) will take lead responsibility for Health and Safety of the construction of the 'Main Infrastructure' throughout the 'Development Site'. Each 'Developer' shall observe and perform such requirements as the LCM may reasonably impose for the safe construction and maintenance of the 'Main Infrastructure' and 'Services' and the 'Development Site' as a whole.
- 8.3 Each 'Developer' shall provide and ensure the use of adequate car parking facilities for all employees and personnel on the 'Development Site' including all visitors and the public which may be invited to any sales office or show home complex. The car parking facility is to be located entirely within a 'Developers' 'Partitioned' land area. The parking of any vehicles on any 'Distributor Road' and the storage of any materials outside the 'Developers' 'Partitioned' land is not permitted.
- 8.4 The LCM shall, as often as it shall reasonably think fit, carry out and operate a system for the maintenance and cleaning of any length of 'Main Infrastructure' roads or any other roads serving the 'Partitioned' site which has been acquired by the 'Developer'.
- 8.5 The LCM shall render accounts to the 'Developer' in a proportion, which is equitable, and which accords with the degree of usage of the above mentioned roads. This provision will also apply to all drainage facilities to and from the 'Partitioned' land and any signage or fencing required as part of the overall Traffic/Pedestrian Management plan.

- 8.6 During the period of construction on the 'Partitioned' land the 'Developer' shall, as often as it shall consider appropriate, operate a scheme for the management of traffic over the roads on the property and the LCM will fully co-operate with the implementation and observance of the provisions of such a scheme, provided that any such scheme which the 'Developer' operates is in compliance with its own policies and procedures.
- 8.7 It will be the responsibility of the LCM to install and maintain any fencing required to the curtilage of the development site. Each Developer is responsible for the security of their 'Partitioned' land. Each Developer is responsible for damaged or in a state of disrepair, the Developer responsible for such fence should repair it in a timely fashion.
- 8.8 All emergency's are to be dealt with by the relevant consortium member's site team. Followed immediately by reporting to the LCM.
- 8.9 All Injuries and accidents with the 'Partitioned' land shall be reported to and dealt with by the Developers site team. All reportable accidents are to be recorded at the Consortium meeting, unless these affect the development, where each member should liaise with all other members immediately. All injuries reported on the 'Main Infrastructure' should be dealt with by the LCM, however there may be joint liability depending on any details within the collaboration agreement.
- 8.10 Each Developer shall maintain their own signing in records for contractors and visitors on their 'Partitioned' land and for displaying appropriate 'Out of normal hours' contact details.
- 8.11 Notwithstanding any other provisions contained within these principals of agreement, all 'Developers' and the LCM agree to comply with, at all times, the Construction (Design and Management) Regulations, and all other associated Approved Codes of Practice.

9.0 Traffic and Pedestrian Management Plan

- 9.1 The consortium Traffic/Pedestrian Management Plan is included in *Appendix 1* of this agreement. This is a simplified version showing the entire site and interaction between developers.
- 9.2 The LCM will be responsible for all jointly branded signage along the main routes access routes identifying the location of any visitor centres and site offices.
- 9.3 Each developer is responsible for maintaining their own site specific Traffic Management plan for their 'Partitioned' land.
- 9.4 Each developer is responsible for road cleaning within their 'Partitioned' land and preventing cross contamination via vehicle movements. The following will be in place for the cleaning of the main infrastructure and will be the responsibility of the LCM

[Insert details of how main infrastrure will be kept clean]

- 9.5 Amendments to the overall Traffic/Pedestrian Management plan are to be discussed at consortium meetings and amendments issued by the LCM.

- 9.4 The main development access and egress points will be via the following;

[Insert development access and egress points]

10.0 Consortium Meetings

10.1 An initial consortium meeting will be held where possible at least 6 weeks prior to the anticipated start on site date, and will be chaired by the agreed and appointed LCM.

10.2 At the start of the project, meetings are to be held fortnightly, primarily to cover the initial infrastructure works, access points, roads and services and delivery arrangements. There after the meeting frequency will be reviewed and changed as necessary, once the initial works are completed.

10.3 Attendees to include representatives of all the consortium teams, and the Consortium infrastructure contractor(s).

10.4 The agenda for the meeting will be as follows;

1. Introductions
2. Actions from previous meetings
3. Consortium site rules
4. Programme/Resource
5. Utilities/services
6. Traffic/Pedestrian Management Plan
7. Developers work affecting the Traffic/Pedestrian Management plan
8. Deliveries/Access/ (signing in, security)
9. Public or other complaints associated with the development
10. Adjacent land usage
11. Demolition
12. Contaminated Land
13. Environmental
14. AOB

11.0 Working Hours

As defined by the planning consent or on agreement with the consortium members, working hours for the development is as follows;

Monday to Friday	[insert agreed hours of work]
Saturday	
Sunday	
Bank Holiday	

12.0 Agreement to adopt this Safety, Health and Environmental Consortium arrangement;

Consortium Member	Signed	Position	Date
[insert name of developer]			

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Appendix 1
Main Infrastructure
Traffic/Pedestrian Management Plan

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