



# **Home Builders Health and Safety Forum Safety, Health and Environmental Consortium Agreement**

**[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:

<b>Consortium</b>	Association of two or more developers to manage or develop a home building development and associated infrastructure.
<b>Developers</b>	Companies involved in the development of home building scheme and associated infrastructure works.
<b>Development</b>	Comprehensive development of land for residential and ancillary purposes.
<b>Lead Consortium member</b>	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.
<b>Main Infrastructure</b>	<p>The roads, footpaths and services, excluding Partitioned Lands required to facilitate the development of each Partitioned land. (See Appendix 1 for the Consortium Site Layout plan).</p> <p>Amenity public open spaces, where part of the master planning application, is deemed part of the main infrastructure.</p> <p>Where access is required over partitioned land to carry out the main infrastructure works, the details will be agreed between the lead consortium member and the developer of the partitioned land.</p>
<b>Services</b>	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).
<b>Partitioned Land</b>	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;

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

## 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 (S56 in Scotland), 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 Consortium Site Layout 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 within 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 Consortium Site Layout Plan**

- 9.1 The Consortium Site Layout 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]**

**[INSERT NAME OF DEVELOPMENT HERE]**

---

9.5 Amendments to the overall 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. Thereafter 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. Consortium Site Layout plan
7. Developers work affecting the Consortium Site Layout plan
8. Deliveries/Access/ (signing in, security)
9. Public or other complaints associated with the development
10. Control of Site Hazards (Contaminated land, Services etc)
11. 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	

**[INSERT NAME OF DEVELOPMENT HERE]**

---

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

Consortium Member	Signed	Position	Date
[insert name of developer]			



# Appendix 1

## Consortium Site Layout Plan

# **Appendix 2 Consortium Safety, Health & Environmental Agreement Checklist**

**Consortium Safety, Health and Environmental Agreement Checklist**

<b>Item</b>	<b>Considerations</b>	<b>Actioned</b>
Lead Consortium Member	<ul style="list-style-type: none"><li>• Appointment of Lead Consortium Member agreed</li></ul>	<input type="checkbox"/>
Consulting Engineers for Main Infrastructure	<ul style="list-style-type: none"><li>• Appointment confirmed and all consortium members informed</li></ul>	<input type="checkbox"/>
CDM Coordinator	<ul style="list-style-type: none"><li>• Appointment confirmed and all consortium members informed</li></ul>	<input type="checkbox"/>
Consortium Members	<ul style="list-style-type: none"><li>• All members detailed in the agreement and confirmation that they will all cooperate to assist in the safe management of the development</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>• Details of main contacts for each consortium member provided</li></ul>	<input type="checkbox"/>
Site Hazards	<ul style="list-style-type: none"><li>• Site hazards reviewed and understood by all members including adjacent land uses, services (underground/overground), contaminated land, demolition etc.</li></ul>	<input type="checkbox"/>
Scope of Agreement	<ul style="list-style-type: none"><li>• Scope of agreement confirmed, including detailing elements of work considered to be part of the overall agreement</li></ul>	<input type="checkbox"/>
Contractors	<ul style="list-style-type: none"><li>• Details of contractors carrying out the works included in the scope of agreement confirmed and detailed</li></ul>	<input type="checkbox"/>
Principals of the Agreement	<ul style="list-style-type: none"><li>• Principals reviewed and agreed by all consortium members</li></ul>	<input type="checkbox"/>
Traffic and Pedestrian Management Plan	<ul style="list-style-type: none"><li>• Plan developed and agreed with all consortium members</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>• Responsibility for controlling traffic on main infrastructure routes agreed including provision of signage and barriers etc.</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>• Site security considered and appropriate provisions in place including boundary fencing and segregation of each partitioned parcel of land</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>• Responsibility and frequency of cleaning infrastructure roads agreed</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>• Parking on the development reviewed and agreed</li></ul>	<input type="checkbox"/>

**Consortium Safety, Health and Environmental Agreement Checklist**

<b>Item</b>	<b>Considerations</b>	<b>Actioned</b>
Consultation and Coordination	<ul style="list-style-type: none"><li>• Agreement reached on frequency and agenda for meetings of consortium members</li><li>• Details of day to day coordination and cooperation agreed</li><li>• Emergency arrangements for reporting and dealing with injuries and near misses etc agreed</li><li>• Methods of sharing best practice agreed</li><li>• Liaison with the local community such as schools or community groups agreed</li><li>• Overall site rules agreed and detailed in the agreement</li></ul>	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
Monitoring of Arrangements	<ul style="list-style-type: none"><li>• Agreement reached on the process for monitoring arrangements and for reporting any issues observed</li></ul>	<input type="checkbox"/>
Working Hours	<ul style="list-style-type: none"><li>• Details of working hours confirmed as per planning requirements</li></ul>	<input type="checkbox"/>
Consortium Agreement	<ul style="list-style-type: none"><li>• Agreement completed, signed and issued to all members</li></ul>	<input type="checkbox"/>