



HEALTH & SAFETY

Between ERUDITUS LIMITED & CONTRACTOR, VENDOR, SUPPLIER
AND OR SERVICE PROVIDER

Eruditus Limited

GROSVENOR HOUSE, 11 ST PAUL'S SQUARE, BIRMINGHAM, B3 1RB

HEALTH AND SAFETY

CLIENT

Eruditus Limited
Grosvenor House, 11 St Paul's Square,
Birmingham B3 1RB

(the "Client")

CONTRACTOR, VENDOR, SUPPLIER AND OR SERVICE PROVIDER

The Contractor this is being served to in
person, writing, email or text message.

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client as per below and in accordance with Health and Safety Law and The Construction (Design and Management) Regulations 2015 (CDM).

OUR DUTIES AS CLIENT

As per our Terms & Conditions all contractors must comply with health and safety law and it is the Contractors responsibility to ensure they are compliant with The Construction (Design and Management) Regulations 2015 (CDM). Complying with CDM 2015 will help ensure that no-one is harmed during the work, and that our building is safe to use and maintain.

As non-experts it is not the Clients duty to actively manage or supervise the work.

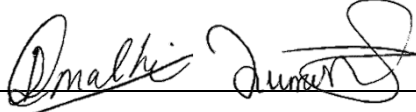
As a Client our responsibilities are as follows:

1. F10 - Notification of construction project: only the works last longer than 30 working days and have more than 20 workers working at the same time at any point on the project or exceed 500-person days.
2. Appoint a principal designer and contractor: A principal designer is required to plan, manage, and coordinate the planning and design work. A principal contractor is required to plan, manage, and coordinate the construction work.
 - a. If you are appointed as principal contractor, it is your responsibility to co-ordinate and comply with CDM/health and safety law on site.
 - b. If you are a sub-contractor, sub-contracted by either the principal contractor or the Client, CDM/health and safety law compliance is still the responsibility of the principal contractor.
3. The Contractor or builder should manage the risks on site and by agreeing to work with the Client means the Contractor admits to having the relevant experience and competence to manage the below.
 - a. Falls from height
 - b. Collapse of excavation
 - c. Collapse of structures
 - d. Exposure to building dust
 - e. Exposure to asbestos
 - f. Electricity and gas
 - g. Protect members of the public, the client, and others
 - h. Any other building activities which may cause harm
4. Allowing time – As per our agreement a reasonable timescale will have been discussed.

5. Provide information to with respect to expected works. The Services will have been agreed, subject to our Terms & Conditions. It is the Contractors responsibility to request more information, if necessary, to help the Contractor to set the standards for managing health and safety.
6. Communication – The Client will make themselves available to the contractor (by phone, email, formal letter or in person, as required) if there is a need to discuss issues affecting what will be built, how it will be built, how it will be used and how it will be maintained when finished. This will avoid people being harmed or having unexpected costs because issues were not considered when design changes could still easily be made.
7. Ensure adequate welfare facilities on site
 - a. It is the Contractor’s responsibility to make sure that arrangements for adequate welfare facilities for their workers before the work starts have been made. See the HSE publication Provision of welfare facilities during construction work for more information.
8. Ensure a construction phase plan is in place
 - a. The principal contractor (or contractor if there is only one contractor) has to draw up a plan explaining how health and safety risks will be managed. This should be proportionate to the scale of the work and associated risks. If works start the Contractors agrees that the Client is to believe a phase plan is in place.
9. Keep the health and safety file
 - a. At the end of the build the Contractor should give the Client a health and safety file. It is a record of useful information which will help the Client manage health and safety risks during any future maintenance, repair, construction work or demolition.
 - b. The Client expects to be given the file so that we can make it available to anyone who needs to alter or maintain the building and update it if circumstances change
10. Protecting members of the public, including employees
 - a. The Contractor must inform the Client how the construction work may affect the site. E.g. the Contractor may have to re-route pedestrian access; make sure signs to entrances are clear; or change the way deliveries operate.
11. Ensure workplaces are designed correctly
 - a. The Client will take advice from the principal designer and or Contractor to ensure the Client remains compliant with design standard as required at the given time.

If you do not comply with CDM 2015, you are likely to be failing to influence the management of health and safety on the Client’s Project. Serious breaches of health and safety legislation could result in construction work being stopped by HSE or the local authority and additional work may be needed to put things right. In the most serious circumstances, you could be prosecuted. The Contractor assumes responsibility for any fines, delays to works and or prosecutions. Any financial loss will also be subject to the Client’s Terms & Conditions.

Eruditus Limited.

Per:  (Seal)

Director Name’s: Mr Deepak Malhi and Mrs
Louise Malhi