



Reference No: CIG 9801(rev 3)

Best Practice Guide for Crane Hire and Contract Lifting

To ensure compliance with Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and BS 7121 – British Standard Code of Practice for the Safe Use of Cranes.

STEP 1

When taking a hire over the telephone or on site, ask the customer the following questions:

CPA Crane Hire Do you want to hire the crane and operator to work to your instructions, where you will plan the lift, select a suitable crane, specify the slinging and signalling arrangements, supervise the lift and be responsible for the lifting operation? Or.....

CPA Contract Lift Do you want us to arrange a Contract Lift where we will plan the lift, select a suitable crane, specify the slinging and signalling arrangements, supervise the lift and be responsible for the lifting operation?

Explain the basic differences:

CPA Crane Hire - the lifting operation is contractually the customer's responsibility if things go wrong. The customer must provide the appointed person and retains most of the insurance responsibilities.

CPA Contract Lift - the crane, operator and appointed person are mainly the crane owner's responsibility if things go wrong and the owner will have certain specified insurance arrangements to cover the owner's liabilities under the lifting contract.

STEP 2

If the customer chooses a CPA crane hire the following questions must be asked and the answers recorded and retained:

A. Will the lift be properly planned by an appointed person? YES/NO

If "yes" record the name if known at the time of taking the hire.

Name:

B. Who will supervise the lifting operation for you?

Record and retain the name, if known at the time of taking the hire.

Name:

C. Can you confirm that a risk assessment has been made and a written lifting plan, including a drawing showing where the crane is to be positioned in relation to the load and other relevant site features, will be prepared?

YES/NO

D. Can you confirm that the written lifting plan will be given to and discussed with the crane operator before the lifting commences?

YES/NO

Whilst Best Practice calls for more than meeting the legal requirements, it affords the maximum safeguard to all parties in the event of an incident. You should, therefore, seek positive answers to the questions A to D listed above.

(All as detailed in the HSE letter to CPA dated 21st December 2004).

If the customer answers "no" to any of the above questions and, after discussion, is still unable to provide the information, then the hire staff should decline to offer CRANE HIRE and discuss the provision of a CONTRACT LIFT.

The customer should be made aware that, when the crane arrives at the lift location, the crane operator should not start the lifting operation until he has seen the lift plan and discussed it with the supervisor. The competent appointed person has the responsibility for ensuring the lift plan is adequate but the crane operator will need to be satisfied that it covers all the necessary elements. This should not be interpreted as the crane operator taking responsibility for the planning of the lifting operation.

In a similar manner, if a representative from the crane hire company visits the site to gather information for the rigging of the crane, or to assist the client in the selection of the crane, then this should not be interpreted as taking responsibility for planning the overall lifting operation.

STEP 3

If CPA Crane Hire Conditions apply, ask the customer whether he has sufficient insurance to cover the following:

- i) Loss of or damage to our crane/vehicle(s)/equipment whilst on site.
- ii) Continuing hire charges whilst the crane/vehicles(s)/equipment is off the road for repairs following damage.
- iii) Injury to driver/operator or our other employees on site.
- iv) Injury to other parties, including damage to their property arising from the crane operations.
- v) Loss or damage to the goods being lifted.

If the customer does not have sufficient insurance cover in place, then the crane hire company may, at its discretion, give the Hirer an interest in the owner's own insurance policy for a fee.

STEP 4

If the CPA Contract Lifting Services Conditions apply, confirm to the customer that the following cover is included in your price (or charged for separately if applicable):

- i) Loss of or damage to our crane/vehicle(s)/equipment caused solely by the owner's negligence in the performance of the lifting contract.
- ii) Loss of or damage to other property caused solely by the owner's negligence in the performance of the lifting contract subject to:
 - a) A maximum liability of £25,000 in respect to goods lifted.
 - b) A maximum liability of £5,000,000 in respect of loss or damage to other property and injury to persons.

If the Hirer (customer) requires the owner to increase its cover for the owner's liabilities then this, if agreed by the owner, can be arranged at additional cost to the hirer.

STEP 5

Once you have established the conditions and the insurance requirements, this information, together with a copy of the relevant CPA conditions, should be faxed to the customer and you must insist upon his signature confirming acceptance of the conditions.

Where any goods lifted exceed £25,000 in value or potential damage to property or injury to persons exceeds £5,000,000 **and the client has requested the Owner to give a higher interest in the owner's policy**, then this, if agreed, should be detailed on the contract along with any additional charges to the client.

EXAMPLE OF A TIME SHEET BOX

To ensure compliance with the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and BS 7121 – British Standard Code of Practice for the Safe Use of Cranes, our crane operator requires the following information:

CRANE OPERATOR TO COMPLETE THIS SECTION	
A	Name of appointed person and/or person supervising the lifting operation:
B	Written Lifting Plan given to and discussed with the crane operator on site: YES/NO
C	i) Does the Lifting Plan cover all the necessary elements? YES/NO ii) Are there any obvious reasons why the proposed lift should not take place? YES/NO (If in doubt, you should seek advice from your Hire Office)
Signed: (Operator):	
CUSTOMER TO COMPLETE THIS SECTION	
I understand and acknowledge that, notwithstanding any information provided by the crane operator or a crane company representative, the competent appointed person has the responsibility for ensuring that the lift plan is adequate.	
Signed:(Competent appointed person/crane supervisor)	
Date:	

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