



### Legal Requirements for Lifting Operations

Health and Safety legislation requires that safe systems of work are in place for all lifting operations. The particular references for the requirement to provide a safe system of work for lifting activities are:-

- **Health & Safety at Work etc Act 1974 (HSWA)**

HSWA places a duty on employers, such as crane owners and users (hirers), to ensure the health and safety of their employees and others who may be affected by their work activities. This includes crane operators working on a site, both under crane hire and contract lift conditions (*Section 2*). The HSWA also places a duty on mobile crane owners and users (hirers), where their work activity involves mobile cranes being used where they could affect the general public (*Section 3*).

- **Management of Health & Safety at Work Regulations 1999 (MHSWR)**

Under MHSWR, employers and self-employed people are required to assess risks to health and safety from their undertaking (*Regulation 3*). This includes risks from lifting operations using mobile cranes. The risk assessment should identify what measures are needed to comply with health and safety requirements and control risk. The duty holder (organisation in control) should then put in place the organisation and arrangements (planning) to ensure that those measures are properly implemented. MHSWR also places a duty on employers to consult and co-operate where two or more employers share a workplace, even on a temporary basis such as a crane hire.

- **The Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)**

LOLER deals with the specific risks arising from the use of work equipment (including lifting accessories) to lift loads. LOLER applies to employers in respect of lifting equipment provided for, or used by, their employees, self-employed persons in respect of work equipment they use and other persons, e.g. visitors. Regulation 8 of LOLER specifies requirements for the organisation of lifting operations and the Guidance to LOLER cites the BS 7121 series as giving best practice guidance on the safe use of cranes. The Guidance to LOLER and BS7121 both highlight the differences between a standard crane hire and a contract lift.

- **The Construction (Design and Management) Regulations 2015 (CDM)**

The Construction (Design and Management) Regulations place duties on duty holders including clients, designers and contractors in respect of the planning, management and monitoring of health, safety and welfare in construction projects and of the co-ordination of the performance of these duties by duty holders. These include a duty on every person concerned in a project to co-operate with any other person involved with the project or an adjacent site to ensure that work is carried out safely (*Regulation 8(4)*).

When a user (hirer) chooses to hire a crane from a crane owner and manage (plan and supervise) the lifting operation(s) themselves, they are responsible for ensuring that there is a safe system of work in place and that all lifting operations are carried out safely. The crane owner has a duty to provide, on request, certain technical information about the crane such as outrigger loadings and duty charts to assist the user (hirer) with their planning. The crane owner also needs to be satisfied that a safe system of work, to which their crane operator will work, has been established.

Should the organisation requiring a load to be lifted (the customer) choose to opt for a contract lift, the planning, supervision and execution of the lifting operation(s) will be carried out by the crane owner. In this case the customer has a duty to provide information, such as ground bearing capacity and the weight of the load to be lifted, to the crane owner to assist them with their planning. As the customer is in control of the site and has access to the expertise required to assess the ground on which the crane will stand, they are responsible for assessment and preparation of the ground.

**NOTE** All lifting operations for domestic customers should be carried out as a contract lift. Domestic customers will not have the necessary skills, experience and information to plan and manage a lifting operation



**Hire Desk Staff Guide - Step 1**

*When taking a hire over the telephone or on site, ask the customer (user/hirer) 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, crane supervisor 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.

**Hire Desk Staff Guide - Step 2**

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

*If the customer answers "no" to any of the following 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 will not start the lifting operation until he/she has been briefed on the lift plan by the person supervising the lifting operation. The customer's competent (appointed) person has the responsibility for ensuring the lift plan is suitable and sufficient. Having received the briefing on the lift plan, the crane operator will need to confirm that the crane has the required capacity and capability to undertake the proposed lifting operation. 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 customer in the selection of the crane, then this should not be interpreted as either the crane owner or their operator taking responsibility for any part of planning the overall lifting operation.***

***NOTE*** *It is essential when providing advice to a customer who has opted for a crane hire that this is limited to technical matters such as access/egress for the crane on site, outrigger loads, duty charts and choice of crane (based on the weight of the load and other information, both provided by the customer). Advice must not be given on any management issues, such as the provision of Risk Assessments and Method Statements. If the crane supplier does provide such information, there is a possibility that the crane supplier will be deemed to have carried out a de facto contract lift and to have taken responsibility for the lifting operation.*



**Record of Questions and Answers**

*(a copy may be sent to customer with the Hire Contract)*

<b>Name of Enquirer</b>		<b>Contact Number</b>	
<b>Company</b>		<b>Date</b>	

A.	<p>Has the lifting operation and safe access route to the set up position, been planned by a competent (appointed) person?</p> <p><b>NOTE</b> See BS 7121-1 Code of practice for safe use of cranes for the selection and duties of appointed persons</p>	<b>Yes/No</b>		
<p><i>If "yes" record the name.</i></p>				
<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;"><b>Name</b></td> <td></td> </tr> </table>			<b>Name</b>	
<b>Name</b>				
<p><i>For new customers/sites it may be necessary to ask supplementary questions such as qualifications and length of experience of the competent (appointed) person.</i></p>				
<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;"><b>Answers to supplementary questions</b></td> <td></td> </tr> </table>			<b>Answers to supplementary questions</b>	
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B.	<p>Will you have a competent person (crane supervisor) who will supervise the lifting operation for you?</p>	<b>Yes/No</b>		
<p><i>Record and retain the name, if known at the time of taking the hire.</i></p>				
<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;"><b>Name</b></td> <td></td> </tr> </table>			<b>Name</b>	
<b>Name</b>				
C.	<p>Will there be a competent slinger and signaller on site to attach, guide and detach the load?</p>	<b>Yes/No</b>		
D.	<p>Can you confirm that a risk assessment of the lifting operation has been carried out and documented?</p>	<b>Yes/No</b>		
E.	<p>Will 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, be prepared?</p> <p><b>NOTE</b> For an example of a suitable lifting plan (risk assessment and method statement) see the CPA Best Practice Guide for Risk Assessment and Method Statement for a Contract Lift Reference No. CIG 0201.</p>	<b>Yes/No</b>		
F.	<p>Can you confirm that the written lifting plan (method statement and risk assessment) will be briefed to the crane operator before the lifting commences?</p>	<b>Yes/No</b>		

**NOTE** It is important that all documents associated with a hire or contract lift, including the above Record of Questions and Answers, are retained for a suitable length of time in case of queries, claims or HSE investigations.



### Hire Desk Staff Guide - Step 3

*If CPA Model Conditions for the Hiring of Plant apply, ask the customer whether they have sufficient insurance to cover the following:*

- a) Loss of or damage to our crane/vehicle(s)/equipment whilst on site.
- b) Continuing hire charges whilst the crane/vehicles(s)/equipment is off the road for repairs following damage.
- c) Injury to driver/operator or our other employees on site.
- d) Injury to other parties, including damage to their property arising from the crane operations.
- e) 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 (known as a Subrogation Waiver) in the owner's own insurance policy for a fee.*

### Hire Desk Staff Guide - 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):*

- a) Loss of or damage to our crane/vehicle(s)/equipment caused solely by the owner's negligence in the performance of the lifting contract.
- b) 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.*

### Hire Desk Staff Guide – 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 customer 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 customer.*



**Example of a Time Sheet Box**

To ensure compliance with the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and BS 7121-1 *Code of practice for 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.	I have been briefed on and understand the lift plan.		<b>YES/NO</b>
C.	I am prepared to carry out the lifting operation(s) as described in the lift plan		<b>YES/NO</b>
	<i>(If "no" , you must tell the client why not and seek advice from your manager/supervisor)</i>		

**Signed** *(Crane Operator)*

**Print Name** *(Crane 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 suitable and sufficient, that the lifting operation is adequately supervised and that all personnel involved in that operation, including the crane operator, are adequately briefed by the person in control of the lifting operation.

**Signed** *(Appointed person/Crane Supervisor)*

**Print Name** *(Appointed person/Crane Supervisor)*

**Date**

### Hire Desk Flowchart

