



1.0 Scope

This Technical Information Note deals with the definition of “hybrid” lifting operations and the potential issues arising from this type of lifting operation.

2.0 Background

The Guidance to the *Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)* cites the BS 7121 *Safe use of cranes* series of standards as providing authoritative guidance on planning and carrying out lifting operations safely.

BS 7121-1:2016 identifies two sets of contractual arrangements for the provision of mobile cranes to employing organizations (users):

2.1 Crane Hire

Hiring a crane and managing the lift themselves; in which case the employing organization is responsible for ensuring that there is a safe system of work in place and that all lifting operations are carried out safely, in accordance with current legislation and best practice.

The crane owner should provide a competent operator and a crane that is properly maintained, inspected and tested in accordance with BS 7121-2 (all parts) and has a current report of thorough examination, together with a written method statement for the rigging of the specific crane.

Crane hire should always be carried out using the *CPA Model Conditions for the Hiring of Plant (2011 edition)* and the *Supplementary Conditions applicable to Mobile and Crawler Cranes (2011 edition)*

2.2 Contract Lift

Employing a lifting contractor to carry out the lifting operation, where the planning, supervision and execution of the lifting operation(s) will be carried out by the contractor. This is known as a Contract Lift and should always be carried out using the *CPA Standard Terms and Conditions for Contract Lifting Services (2011 edition)*

NOTE: Responsibilities during Contract Lifting are detailed in TIN 103

3.0 “Hybrid” Lifts

Where a crane is hired by the owner to the employing organization and the crane owner becomes involved with the planning of the lift, a hybrid situation exists where it is unclear who is responsible for ensuring that the planning of the lift, as set out in Clause 4.1 of BS 7121-3:2017, is carried out. This could well result in incomplete planning and an ineffective safe system of work.

A further complication is where a crane with operator is hired to the employing organization with additional personnel such as slinger/signallers. In this case these people could potentially be viewed as being in charge/control of the lifting operation.

From a commercial aspect this can compromise the crane owner if the crane has been hired under the *CPA Model Conditions*, as by becoming involved with the planning of the lift the owner automatically takes on some of the responsibilities associated with a Contract Lift. If the lifting operation fails the crane owner is likely to have difficulty in contractually recovering their costs for crane repair etc. and may well face counter claims from the employing organization for not having planned the lift properly.

Past incidents of this nature have led to criminal prosecution of the crane owner by the Health and Safety Executive for being partially responsible for inadequate lift planning. They have also resulted in protracted and costly civil legal proceedings as the various parties and their insurers seek to recover costs.

Hybrid lifts as described in Clause 5.7.2.3 of BS 7121-3:2017+A1:2019 should not be undertaken as the crane owner is taking on additional responsibilities and placing themselves at considerable reputational and financial risk should issues occur.