



## ALLMI - Industry Standard Terms & Conditions for a Lifting Operation using a Lorry Loader.

These terms have been prepared by the Association of Lorry Loader Manufacturers & Importers (ALLMI). ALLMI is the only trade association dedicated exclusively to the promotion of best practice within the UK lorry loader industry. Any company offering goods or services under these terms must be a member of ALLMI, which should be verified by visiting [www.allmi.com](http://www.allmi.com). Members of ALLMI are required to comply with The Lifting Operation and Lifting Equipment Regulations 1998 ("LOLER") and the Approved Code of Practice BS7121 Safe Use of Cranes Part 4:2010 Lorry Loaders.

### 1. Introduction & Definitions

1.1 These terms apply to the contract for the supply of goods or services by the Company to the Client and each future request for the supply of such goods or services received by the Company from the Client from time to time. The communication of a request by the Client to the Company for the supply of such goods or services shall amount to the Client's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Client, whether attached to, enclosed with or referred to in any purchase order of the Client or elsewhere. They may not be varied except by written agreement between the Company and the Client.

1.2 In these terms, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

1.2.1 "*The Appointed Person*" is a person employed by the Contractor who in accordance with Regulation 8 of LOLER is deemed sufficiently competent to be ultimately responsible for the planning and safe execution of the Lifting Operation.

1.2.2 "*The Client*" is the person or organisation requiring the Lifting Operation to be carried out.

1.2.3 "*The Company*" is the person or organisation providing goods or services to the Client either as a Contractor or Equipment Provider.

1.2.4 A "*Contract Lift*" is where the Client chooses to contract out the responsibility for the Lifting Operation as a whole to the Company, which assumes the role of Contractor.

1.2.5 "*The Contractor*" is the person or organisation who is legally responsible for the safe planning and execution of the Lifting Operation.

1.2.6 "*The Equipment Provider*" is the person or organisation responsible for providing the lorry loader, together with a trained operator.

1.2.7 A "*Hired & Managed Lift*" is where the Client assumes the role of Contractor and the Company is the Equipment Provider.

1.2.8 "*The Lifting Operation*" means an operation concerned with the lifting or lowering of a load.

1.3 Any ALLMI Member being asked to provide services under these terms must firstly establish whether the type of lift being requested is a Hired & Managed Lift or a Contract Lift.

1.4 Under either type of lifting contract, the Company and the Client is each responsible for ensuring it has insurances appropriate to the activities it is undertaking.



- 1.5 The Company may cross-hire or sub-contract any or all of its obligations arising under these terms, provided it does so only to a fellow ALLMI Member and provided it gives the Client written notice of such cross-hire or sub-contract.
2. **Lifting Operations under a Contract Lift (the default position)**
- 2.1 Unless there is a written agreement between the Client and the Company stating the Lifting Operation is being carried out on a Hired & Managed Lift basis, then the Lifting Operation becomes, by default, a Contract Lift.
- 2.2 **Rights and Responsibilities of the Client**
- 2.2.1 Unless expressly stated to the contrary, all site visits will be chargeable at a rate deemed appropriate by the Company and will not be conducted unless and until the Client has approved such cost prior to the visit taking place.
- 2.2.2 Unless stated to the contrary, the Client will be responsible for providing any information requested by the Contractor, confirming this in writing if requested. Such information requested may include (non-exhaustively):
- 2.2.2.1 information on ground conditions and bearing capacities;
- 2.2.2.2 overhead obstructions;
- 2.2.2.3 the load(s) to be lifted;
- 2.2.2.4 access and egress to the site;
- 2.2.2.5 welfare facilities; and
- 2.2.2.6 induction processes and site rules.
- 2.2.3 Should the Client refuse a site visit following the provision of inadequate or unsubstantiated information then the Client will be charged the whole job price, or a pro-rata element of the job price, as a consequence of the job being aborted or delayed.
- 2.3 **Rights and Responsibilities of the Company (as Contractor and Equipment Provider)**
- 2.3.1 Under a Contract Lift, the Company is responsible for all aspects of the safe planning and execution of the Lifting Operation with the exception of determining the load bearing capacity of the ground. *This information must be provided by the Client, who shall be entirely responsible for any liabilities arising.*
- 2.3.2 The Company shall make appropriate enquiries as to the nature of the Lifting Operation required, in order to determine whether or not a site visit will be necessary.
- 2.3.3 In the event of a site visit being deemed necessary, the Appointed Person will be responsible for overseeing the task and for collating all information subsequently obtained for the purposes of preparing a safe system of work or Lifting Plan.
- 2.3.4 In the event of any information provided by the Client under condition 2.2.2 proving to be inadequate or unsubstantiated, the Company reserves the right to carry out a site visit which will be charged to the Client at the applicable rate.
- 2.3.5 The Company reserves the right and holds absolute authority at all times in determining whether or not the Lifting Operation is safe to proceed. In the event of a lift being stopped, postponed or aborted due to inclement weather, high winds, site conditions or other factors beyond the control of the Company, the Company reserves the right to charge a fee proportional to the costs incurred when measured against the job as a whole.



- 2.3.6 Should the Lifting Operation be delayed or aborted due to issues with the condition or accessibility of the land caused by acts or omissions of the Client, the Company reserves the right to charge the whole job price or a fee proportional to the costs incurred when measured against the job as a whole.
- 2.3.7 The Company shall not be liable for any losses or damage including consequential damage caused as a consequence of negligence or incorrect or inadequate information being provided by the Client. The Company reserves the right to pursue a claim against the Client for losses it may suffer or incur in such circumstances.
3. **Lifting Operations under a Hired & Managed Lift (the contracted out position)**
- 3.1 **Rights and Responsibilities of the Client (as Contractor)**
- 3.1.1 The Client will be responsible for providing the Appointed Person, carrying out all risk assessments and/or method statements, assessing ground conditions, preparing the safe system of work (also known as The Lifting Plan) and for ensuring the Company's employees have been briefed on the method of the Lifting Operation and (where necessary) have signed onto the Lifting Plan to make a declaration to that effect.
- 3.1.2 The Client will be responsible for ensuring the Lifting Operation is conducted in accordance with the appropriate legislation and standards.
- 3.1.3 The Client will be responsible for advising the Company immediately verbally and on the same day in writing in the event of an incident directly or indirectly involving equipment supplied under these terms if it has occurred within the scope of the Lifting Plan. The Company accepts no liability howsoever arising and whether owed to the Client or to any third party if notified after the date of the incident.
- 3.2 **Rights and Responsibilities of the Company (as Equipment Provider only)**
- 3.2.1 The Company will be responsible for providing a lorry loader which:
- 3.2.1.1 has been maintained in accordance with manufacturer's instructions;
- 3.2.1.2 carries an appropriate and current Report of Thorough Examination which meets with the requirements of LOLER; and
- 3.2.1.3 carries a current Report of Thorough Examination and Test in accordance with the requirements of BS7121 Part 2.
- 3.2.2 Unless agreed to the contrary, the Company will be responsible for providing lifting accessories which carry an appropriate and current Report of Thorough Examination which meet with the requirements of LOLER.
- 3.2.3 The Company will be responsible for ensuring all personnel supplied by them are:
- 3.2.3.1 suitably trained;
- 3.2.3.2 suitable for the task; and
- 3.2.3.3 deemed competent.
- 3.2.4 Under a Hired & Managed Lift, the Company *will not* compromise its contractual status by providing information or contributing to the planning of the Lifting Operation other than:
- 3.2.4.1 to provide information concerning the lifting duties and rated capacities of the lorry loader being supplied;



- 3.2.4.2 to provide information on the maximum forces being placed through the lorry loader stabilizers; and
- 3.2.4.3 to provide information on the type and configurations of lifting accessories available.
- 3.2.5 The Company will be responsible for providing information on the size of stabilizer support pads/mats available. In the event of pads/mats being required beyond the scope of those carried with the vehicle, this will be subject to further discussion, agreement and pricing prior to acceptance of any job.
- 3.2.6 In all cases of Hired & Managed lifts it is the responsibility of the Appointed Person to ensure the lift is properly planned etc. in accordance with Regulation 8(1) of LOLER.

#### **4. Breakdowns, Stoppages and Losses**

- 4.1 The Company is responsible for ensuring all equipment supplied by them, irrespective of the type of Lifting Operation being carried out, is adequately maintained in accordance with the requirements and definitions contained within LOLER and that where applicable, it has been Thoroughly Examined in accordance with the requirements of LOLER and BS7121 Part 2.
- 4.2 In the event of a breakdown or unscheduled stoppage caused by the failure of the equipment supplied by the Company, the Company's liability shall be limited to it arranging repairs or a replacement at the earliest possible opportunity in order to complete the work.
- 4.3 Should the Client require more explicit guarantees of performance in this regard, it must be stipulated by them prior to or at the enquiry stage to permit pricing and contingency planning to be arranged in order to accommodate their requirements.
- 4.4 Provided that the Company has complied with clause 4.1, its liability shall be limited as stated in clause 4. 2 and, for the avoidance of doubt, the Company shall not be liable (whether to the Client or otherwise) for any claims for any consequential losses or liabilities held by other parties shall not be accepted.

#### **5. Payment**

- 5.1 Unless otherwise agreed in writing, the Client shall pay the Company's invoices in full (without deduction, set-off or counterclaim) within 30 days from the date of the invoice.
- 5.2 All invoices unpaid after the stated and mutually agreed terms will incur a legally enforceable contractual interest rate of 8%, per month, above the Bank of England base rate.
- 5.3 Where the Lifting Operations are carried out under a Hired & Managed Lift:
  - 5.3.1 in the event that the Client's requirements exceed the standard sizes/specifications carried by the vehicle on which the loader crane is mounted, the Company and the Client will agree additional rates as required;
  - 5.3.2 in the event of additional specialised equipment being required e.g. lifting accessories, skates and so on, the Company and the Client will agree additional rates as required.

© ALLMI 2012 – ALLMI Member Use Only