

CRANE / OVERSAIL LICENCE CONDITIONS

IT IS AGREED THAT:

1. The Licensor grants to the Licensee the right to operate a Crane on the Site, the jib of which will from time to time oversail the Highway to a greater or lesser extent and during which time, sufficient traffic safety has been arranged.
2. The date of commencement of the operation of the License shall be the week commencing dd/mm/yyyy
3. The rights granted to the Licensee shall terminate on the earliest of the following dates:
 - i. The date on which the Crane is no longer needed for use on the Site and by which it is to be dismantled;
 - ii. The date on which the Crane is to be dismantled;
 - iii. *The date two days after notice has been given in writing by the Licensor to the Licensee of any breach of the terms of this Licence by the Licensee (including the repair of damage caused thereby) which has not been remedied at that date to the satisfaction of the Licensor;*
 - iv. Any such date that may be contained in a notice of not less than [**3 months**] given in writing by the Licensor to carry out any works to the Highway where any such works would be adversely affected by the presence of the Crane.
4. In the event of any such termination the Licensee shall immediately cease to use for any purpose the air space above the Highway.
5. Any such termination is without prejudice to the rights of any party, which existed prior to the grant of this Licence.
 - i. The Licensee will erect maintain and dismantle the Crane strictly in accordance with manufacturer's instructions and to ensure compliance with any requirements imposed by law statute statutory or public authority for the time being in force affecting the safety and operation of such a crane.
 - ii. The Licensee will ensure that the Crane is overhauled thoroughly before its erection on the Site.
 - iii. The Licensee will ensure that the Crane and every part thereof are maintained in good working order and condition.
 - iv. The Licensee will ensure that the Crane will be regularly inspected by a qualified engineer (whose fees shall be paid by the Licensee) and not less than once every six months by an independent qualified engineer to ensure that the Crane is being properly maintained in good working order and condition and that all safety and warning devices are functioning properly at all times.
 - v. Not to use the Crane for loads if at the time the Licensee is not satisfied that the Crane and every part thereof is safe and in good working order and condition.
 - vi. Not to use the Crane for any load that is not within the tolerances of the Crane. To submit to the Licensor design details of the Crane's tolerances etc for approval not to be unreasonably withheld or delayed.
 - vii. The Licensee shall ensure that banksman is employed specifically for when loads or the Crane winch oversail the Highway.
 - viii. The Licensee will ensure that the driver and all personnel connected with the operation of the Crane are competent and efficient and take all the relevant and necessary safety precautions.
6. The Licensee shall obtain (and comply with the conditions of) all necessary consents in connection with the use and operation of the Crane and will comply with all statutory requirements and any regulations of competent authorities, and shall operate the Crane in accordance with the best engineering practice.

7. The licensee shall ensure that all codes of practice and legal requirements are complied with including the requirement of [The Lifting Operations and Lifting Equipment Regulations 1998](#), [The Provision and Use of Work Equipment Regulations 1998](#) and BS7121 [British Standard Code of Practice for the Safe Use of Cranes](#) Part 1 1989 and other relevant parts (3, 4, 5 etc).
8. The Licensee shall operate the Crane so as not to cause any unnecessary nuisance to the Licensor or users of the Highway and in particular shall ensure that the Crane jib is not left over the Highway at the end of each working day.
9. The Licensee shall indemnify the Licensor and users of the Highway from and against any action, claims, loss, costs or expenses resulting from or consequential upon the exercise of the rights granted by this License or from the erection operation and dismantling of the Crane including without prejudice to the generality of the foregoing claim for damage to the Highway and personal injury (including death) whether statutory or common Law or in equity.
10. The Licensee shall obtain and maintain during the term of this Licence comprehensive insurance against all general and third party claims (placed with a major insurance company in an amount of not less than £10,000,000.00) and those referred to in Clause 6 of this Licence and on demand shall produce a copy of the full policies of such insurance together with receipt to the Licensor for the current premiums.
11. *Should the Crane interfere with electrical or electronic facilities of any description associated with the Highway, the Licensee shall make immediate provision for remedying the interference.*
12. In the event of any damage to the Highway or appurtenances caused in connection with the operation or presence of the Crane, the Licensee shall if required by the Licensor repair such damage in full without delay or alternatively pay the Licensor's costs and expenses in doing so.
13. The Licence is personal to the Licensee and shall not be transferable to any other persons or parties.
14. This Licence does not grant exclusive occupation or possession of the air space above the Highway and shall not be deemed to create any relationship of landlord and tenant.
15. The Licensee shall not permit the air space above the Highway to be used by any other person or company or party other than itself and any obligation contained in this Licence upon two or more persons shall be deemed to be a joint and several obligation.
16. The Licensee shall throughout the term of this Licence nominate to the Licensor 2 persons as contacts for the Site and shall keep the Licensor informed of the names and telephone numbers of such persons. A contact must be available 24 hours a days.
17. The Licensee shall supply evidence that the outrigger loads do not have an adverse effect on the TLRN and its associated structures in the form of a design for the outrigger pads - independently checked by suitably qualified Engineers.

NB: If the crane exceeds 40 Tonnes then you will need to contact the Abnormal Loads team by contacting Streets Customer Services on 0845 305 1234
18. The use of recording equipment, cameras, videos etc. by any users from the Crane is prohibited.
19. The Licensee shall inform TfL as soon as the Crane has been dismantled for post usage inspection purposes.
20. The Licensee must note that TfL's Network Operations and Network Assurance Teams generally require at least one calendar month to process applications, and ask that sufficient planning takes this into account. Note that this does not include emergency works.
21. TfL reserve the right to charge £100 for an extension of an existing and VALID licence, or for an amendment to an valid existing licence - in accordance with the [Highways Act 1980](#) and the [Local Authority and Transport Regulations and Charges 1998](#) (948). A full charge will be made for extensions to licences that have expired.