

Section 178 Licence Application

**Including: Crane, MEWP, Scissor Lift,
Cherry Picker, Concrete Pump,
Surveying Apparatus**



Companies who wish to place cranes, scissor lifts or any other lifting/raising device including cherry pickers or elevating platforms on the highway must apply for a licence under Section 178 of the Highways Act 1980. This License also applies to any overhead beam, rail, pipe, cable, wire or other similar apparatus over, along or across a highway. This application form should be completed and posted or emailed back to the London Borough of Southwark.

All licence applications require up to 15 working days to process from the date the complete application is received by the Highways Licensing Team.

All of the following documents are required as part of an application:

1. A completed & signed application form
2. A signed letter of Indemnity
3. A copy of your company insurance liability
4. Company Bank Details, VAT number and company number on letter headed paper. This is required to set your company up on our systems and to pay back any deposits on your account.
5. Any relevant site plans or diagrams including traffic management plans
6. Confirmation of road closures / parking bay suspensions / planning permissions / construction management plans / bus stop or lane suspensions applied for (if applicable)

A crane licence costs £351 for the first day of operation. Each additional day costs £167. Once your application is accepted you will be sent an invoice to pay online or by phone.

Inspections will be carried out before works start and after works have finished. If any damage is found on the highway as a result of the works, repairs will be completed by the council and the cost will be invoiced to the licenced company.

You can submit your application by:

Email: highwayslicensing@southwark.gov.uk

Post:

Southwark Council
Highways Licensing
Environment, Neighbourhoods and Growth
3rd Floor Hub 1
PO BOX 64529,
London, SE1P 5LX

Where an invalid licence or failure of compliance to licence conditions is found, Southwark Council can issue a Fixed Penalty Notice under the Local London Authorities Act 2003 and the Highways Act 1980. If a Fixed Penalty Notice is issued, you have 14 days to pay £50.00 at a discounted amount. If you fail to pay the discounted amount of £50.00 you then have an a further 14 days in order to pay the Fixed Penalty Notice at the full cost of £100.00. If you fail to pay the Fixed Penalty Notice within the 28-day period, the London Borough of Southwark may wish to prosecute.

| Applicant Details | |
|--|--|
| Full name of applicant | |
| Full address of applicant | |
| Office contact telephone number | |
| Mobile number | |
| 24-hour contact number | |
| Email address | |
| Address of crane placement | |
| Reason for crane placement – what will it be used for? | |
| Start date | |
| End date | |
| Are you renewing an existing licence? If so, provide the current licence number. | |
| Total weight and height of crane | |
| Capacity and length of jib/arm | |
| How many metres of clear highway will remain when the crane is in place? | |
| Will any of the following be affected by the placement of the crane? | |
| Parking restrictions | |
| Traffic Signals | |
| Pedestrian crossings | |
| Access to adjoining properties | |
| Street lighting | |
| Will traffic management be required for the following? If yes, provide details. | |
| Safe vehicle passage | |
| Safety during placement of crane | |
| Safe pedestrian passage | |
| Do you have public liability insurance for placing a crane on the highway? | |
| Additional Information (include purchase order if it can be provided): | |
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Terms and Conditions

Any failure to comply with the terms and conditions listed below will render your license invalid. Please read and ensure you fully understand these conditions before signing the agreement.

S178 (Crane) Licence Terms and Conditions

1. The London Borough of Southwark grants to the applicant the right to operate a crane or similar apparatus on the public highway, the jib of which will over sail the highway.
2. The works are carried out entirely at the applicant's risk. The London Borough of Southwark has no liability for the works or the maintenance of the works (either now or in the future) and has no liability for damage caused to private property by the works.
3. The applicant must have Public Liability Insurance to work on the public highway. The cover value of this should be a minimum of £5,000,000 per incident, with an unlimited number of incidents and shall be liable for and shall indemnify the council against all actions in law or in equity damages, statutory or common law losses, costs, charges, fees, claims and damages in consequence of the transportation, erection, dismantling and/or use of the Plant whether by means of defect (latent or otherwise) in the said Plant or for any other reason whatsoever
4. During the operations, the applicant shall take all steps to ensure that the safety and well-being of the public is not jeopardised and shall comply with all reasonable requests made by the London Borough of Southwark in this respect. Attention is drawn to the publication Code of Practice 3010, 1972 - "Safe Use of Cranes".
5. The signing and guarding of the Works shall be in strict compliance with the Safety at Street Works and Road Works Code of Practice. The applicant must take all steps to ensure safety of the public and shall comply with all reasonable requests made by the council and all other authorised persons.
6. The applicant must comply with any instructions given by any authorised officer of the London Borough of Southwark, in particular with regard to Health and Safety.
7. This licence is issued for the purposes of section 178 of the Highways Act 1980 but does not relieve the applicant from compliance with any other part of that Act, or any other Act, by laws, statutory provision or Regulation that may apply.
8. The applicant shall permit the London Borough of Southwark to inspect the operations at any time.
9. The applicant shall note that the council may, if it thinks fit and reasonable to do so, terminate this consent without notice. At such a time all operations and plant shall be dismantled and removed from the highway without delay.
10. The applicant will be liable for any damage caused to the public highway as a result of the works and will be required to pay the London Borough of Southwark the total cost of any repairs to the public highway as may be deemed necessary.
11. The licensee will erect, maintain and dismantle the crane strictly in accordance with manufacturer's instructions.
12. The applicant shall ensure that a banksman is used when loads, or the crane, over sail the Highway.

13. The applicant will ensure that the driver and all personnel connected with the operation of the crane are competent and qualified while ensuring that all the relevant and necessary safety precautions are adhered to.
14. The Licence authorises the applicant only and is not transferable to any other persons or parties.
15. The use of recording equipment, cameras, videos etc. by any users from the crane is prohibited.
16. The London Borough of Southwark reserves the right to charge a fee for an amendment to a valid existing licence.
17. Where it is observed that licence conditions are not being adhered to then fixed penalty notices may be issued.
18. The crane must only be situated on the carriageway and never on the footway (unless under 5KN and there are no cavities/ cellars/basements under the footway). The maximum weight on the carriageway is 40 KN.
19. At any time, the council may request a construction management plan from the developer or licensee.

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| Agreement to comply with S178 (Crane) licence terms and conditions as listed above. |
| Name |
| Company |
| Signature |
| Date |

Plan of the area to be licenced

Please enclose a plan/illustration which shows the area of the highway to which the application relates to. Please state all dimensions of crane in relation to the site and where appropriate please indicate where crane comes within proximity of premises, adjacent buildings, light columns or trees. Include all traffic management details including width restrictions.

S178 Crane Licence Indemnity

.....("The company") hereby agree to indemnify, the London Borough of Southwark ("The council"), their officers and agents from and against all actions in law or equity, damages, statutory or common law losses, costs, charges and expenses arising in any manner whatsoever:

(i) in respect of personal injury or death of any person or persons and

(ii) in respect of damage or injury to any property whether real or personal (including the property of the council) arising out of the transportation, erection, dismantling and or use of the equipment whether by means of defect (latent or otherwise) in the equipment or by an act (omitted or committed) the company, its officers, its servants or its agents.

The above indemnity shall be enforceable against the company in its operation (as aforesaid) of the equipment, whether such information was a result or express authority from the council or otherwise, unless due to any act or neglect of the council or any person for whom the council is responsible.

In the above indemnity, "the equipment" means any crane, scissor lift, cherry picker, elevating platform, equipment, machinery, or load which is or was, at the time of any operation on the highway in the council's administrative area and is the responsibility of the company or being used by the company, its officers or its agents, for any such operation.

The above indemnity shall be in force from _____ until _____. The company undertakes to give the council advance notice of any proposed operation on any highway in the council's administrative area.

The company undertakes to maintain public liability insurance for at least five million pounds sterling for any one accident with a reputable insurance company, and to produce a copy of the policy and evidence of payment of premium as and when requested from time to time by the council.

I also confirm that I have the authority to issue the above indemnity on behalf of the company.

Signed

Print name

Company.....

Date.....