

1. Definition of lifting work and scope of application

These general terms for lifting work are applied to when independent mobile crane entrepreneur or company places a mobile crane with its operator at the disposal of a customer against compensation so that the customer is responsible for supervising the work of the mobile crane. (Although some of the legal references concern safety at construction work, these general terms are applied to all rental of mobile cranes with a driver.)

These terms are also applied to when the lessor rents other mobile lifting equipment at the disposal of a customer, the customer being responsible for the work supervision. In these terms the parties will hereinafter be referred to as the customer and the renter.

2. Obligations of the customer

2.1. Supervision and planning of the lifting work

The customer is responsible for planning and supervising the lifting work. The customer has to name a lifting supervisor. Demanding lifting work needs to be planned and presented in written (see national governm. order for safety at construction work 21§, 205/2009) and national governm. order for safety work and inspection of instruments used at work 20§, 403/2008).

2.2. Load to be lifted

The customer is responsible for making sure that the weight of the load and other important factors for the lifting plan and safe lifting are correct and known to both parties. The customer is responsible for making sure that the load to be lifted and the fixing points will hold the lifting and that the load does not have any property damaging the lifting accessories during the lift.

2.3. Working conditions

The customer is responsible for making sure that the carrying capacity, the evenness of the ground and antiskid treatment are sufficient at the lifting place, working site, and the roads used.

The customer must, before the work begins or well in advance during the work, remove or protect wires, cables, pipes and the like, or mark their location clearly. He must also inform the renter in advance about the measures taken.

The customer is responsible for making sure that any unauthorized persons, vehicles, machines or devices will not have access to and are not placed at the working area of the crane.

2.4. Mounting check

The customer's supervisor is responsible for making sure that a mounting check is always carried out for the crane and accessories before beginning the lifting work (see national governm. order for safety at construction work 15§ and 17§, 205/2009).

2.5. Assisting labour and equipment

When the lifting requires equipment or assisting labour, such as markers and load fasteners, the customer is responsible for providing them at his cost.

The customer is responsible for fastening the load and other measures taken by the assisting labor procured by him as well as for the condition of the accessories and material procured by him and that those procurements meet the requirements.

2.6. Compensation for cancelling

If the customer cancels his order of crane without force majeure, he is obliged to compensate for the loss caused to the renter by his cancelling. Unless otherwise proven, the amount of loss to be determined according to the section 4.1 of these terms.

2.7. Insurance for load to be lifted

If the customer considers insuring the load necessary, he must take the insurance at his expense. The renter is not responsible for a loss that would be covered by such insurance.

2.8. Flight obstacle permission

The customer is responsible for applying for the flight obstacle permission at his cost (Aviation law 159§, 1242/05).

3. Obligations of the renter

3.1. Qualification of the operator

The operator must have a qualification according to the legislation (national governm. order for safety work and inspection of instruments used at work 14§, 403/2008).

3.2. Observing the orders

The crane operator must in his work observe the orders and instructions given by the customer's supervisor. If the crane operator takes part in measures that are responsibility of the customer, this does not diminish the customer's responsibility, the operator in this case acting on behalf of the customer, at the customer's responsibility.

The crane operator must do his work professionally and carefully in accordance with the safety regulations.

3.3. Crane

The renter will deliver a crane according to the factors given by the customer, approved by the customer, on agreed date and time at disposal of the customer's supervisor.

The renter is responsible for ensuring that the crane as well as the equipment and lifting accessories used in lifting work are in proper working condition and that they fulfill the current traffic and safety regulations.

3.4. Delayed delivery

If there is a delay in delivery due to the renter, the renter is obliged to notify the customer's supervisor immediately of the delay and its cause. If the renter fails to notify the customer, the renter is liable to compensate for the loss caused to the customer, the maximum compensation however is the agreed hourly rent for the time of the delay.

3.5. Working hours

Unless otherwise agreed, the crane operator is to observe the regular working hours at the customer's site, in accordance with the working hours law.

4. Liability for damages

4.1. The customer's liability for damages

The customer is responsible for damages caused to the customer or a third party by the obligations and actions mentioned in these terms or by neglecting these obligations and actions, unless he can prove having acted blamelessly.

If there is a delay in the operation of the crane because of damage caused by the customer, the customer is liable to pay the agreed hourly rent - less the saved operating costs - for the time of delay.

The operating costs include expenses for fuel, lubricants, repair and service.

4.2. The renter's liability for damages

The renter is responsible for direct personal injuries or property damages caused by the renter, if the renter or someone employed by the renter is proven to have negligence.

The renter is not liable for any indirect injury or damage resulting from the accident (determination of indirect damage according to Finnish commercial law, 67§ 355/87).

The renter is not liable for any loss or damage caused directly or indirectly by delays or other interruptions in the work due to a breakage, falling or similar breakdown of the crane.

The maximum compensation payable by the renter for damages caused to the customer is twice the charge agreed for the lifting - the maximum amount, however, is seventeen thousand (17 000) Euros.

4.3. Liability insurance

The renter must have a valid liability insurance, unless otherwise agreed in the hire contract. The renter is obliged to show the type and extent of the insurance, if requested.

5. Terms and conditions of payment

5.1. Hourly rent

The customer compensates the use of the crane by paying the renter an hourly rent for the working period, added with the valid VAT. The rent is paid for the time when

- the crane is used for work determined by the customer,
- the crane is being moved at the customer's site or between different sites,
- the crane's boom is being extended or dismantled or the lifting accessories or tools are being changed in order to be able to carry out the lifting determined by the customer or,
- the crane cannot be used during regular working hours due to interruptions, weather conditions or other reasons, not caused by the renter.

The working hours do not include the time used for servicing or repairing the crane or the operator's lunch breaks.

When the rental contract is continuous, the hourly rent is always paid for a minimum of eight (8) hours in a shift. The total hourly rent is paid for every beginning hour.

5.2. Lifting accessories

The rent of a crane does not include lifting accessories. The payment for the use of any lifting accessory must be agreed separately.

5.3. Assisting labour and equipment

If platforms, supporting plates and the like are required when moving the crane to the site, at the site or mounting the crane, the renter may provide them against separate compensation by the customer (see section 2.5).

5.4. Moving a crane

The moving of a crane to the customer's site and back is always compensated either by the hourly rent or by the mileage.

- When the crane is moved to the customer's site with its own engine and the site is situated no more than 20 kilometers from the location of the crane, the customer is to pay two (2) hours' rent as a compensation for the moving costs.
- When the crane is moved to the customer's site with its own engine and the site is situated more than 20 kilometres from the location of the crane, the customer is to pay either a minimum of two (2) hours' rent or by the mileage or as separately agreed.
- When the crane, parts or equipment for it, platforms, supporting plates or lifting accessories are moved to the customer's site and back by a separate transport equipment, the customer is to pay the expenses caused.

If the mounting or dismantling of the crane requires assisting labour, auxiliary cranes etc. the customer is to pay the expenses caused.

If a special transport permission is required for moving the crane, the customer is responsible for paying the permission as well as costs related to fulfilling the conditions of the permission.

5.5. Overtime and sunday work

If there is no previous agreement on compensation for overtime, weekly rest or sunday work, the customer is to pay the crane operator's overtime / sunday work / weekly rest premium according to a valid collective labour agreement plus social security contribution and a 12% premium for general expenses.

5.6. Terms of payment

The customer is obliged to pay the invoices presented to him by the renter within 14 days from the date of the invoice. Unless otherwise agreed on the penal interest, the customer is to pay penal interest for overdue invoices according to the interest law.

6. Special provisions concerning work

6.1. Right to decline a task

The crane operator is entitled to decline a task if he considers there to be an obvious risk of injury or damage either to himself, the crane, the customer or to a third party.

6.2. Storing the crane

The customer is obliged to arrange a place to store the crane at the site or near it if requested. The customer is not responsible for guarding the crane.

6.3. Tasks deviating from the contract

Using the crane at different sites or in clearly different tasks from those specified in the contract must be agreed separately.

7. Special provisions concerning the contract

7.1. Force majeure in carrying out the contract

Force majeure is determined as an event that is independent from the customer or the renter and that essentially prevents, impedes, or delays the fulfilment of the contract. A strike, blockade, blackout, or other comparable industrial action is also considered force majeure as regards this contract term. Weather conditions are not considered as force majeure as to what is stated in these terms section 5.1.

Both parties are entitled to cancel the contract in case of such force majeure that causes unreasonable inconvenience to a party, not due to himself.

Neither party is entitled to claim a compensation for the possible losses caused by force majeure.

7.2. Settling of disputes

Disputes concerning the validity, interpretation, and application of the contract on mobile crane renting are to be settled by the court of first instance of the renter's domicile, unless the parties can come to an agreement.