

Working Material 1.10

Determining Compliance Obligations Without a Single Rulebook

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This sheet puts the working parts of subchapter 1.10 into editable form: the Verification Pact, the review questions, the common mistakes as a self-check and the Operative Synthesis as an action plan. The empty columns are for your property. The reasoning behind each row is in the book.

GUIDING QUESTION

A compliance register built only from statute will faithfully track every law. It will miss the obligation an organisation chose for itself, wrote into a financing agreement, and then forgot was binding the moment no regulator was left to enforce it.

Verification Pact: Market Claims Against the Standard

The first three columns are copied from the book. In the last one, note whether this claim circulates in your property — in a proposal, a brochure, a supplier's pitch or your own documents — and what you now hold instead.

What is claimed	Binding?	What actually holds	In our property
Compliance obligations under clause 6.1.3 are limited to legally mandated requirements	No	The clause's own definition explicitly includes voluntary commitments the organisation chooses to adopt, alongside legal requirements	
A financing covenant is a financial matter, outside the scope of an environmental management system	No	Where a covenant is tied to environmental performance, it falls within contractual relationships — a category the standard's own definition names as a source of compliance obligations	
An obligation only counts under clause 6.1.3 if a regulator can enforce it	No	The standard's definition covers requirements the organisation "must or chooses to comply with," independent of who enforces the consequence	
A global hotel group cannot meaningfully determine compliance obligations without a jurisdiction-by-jurisdiction legal register for every property	Only partially true	Legal requirements do vary by jurisdiction and require local expertise to determine; voluntary obligations do not, and can be determined through a single, group-wide process regardless of location	
Once a voluntary commitment is made publicly or contractually, walking it back carries no consequence under the standard	No	A voluntary obligation, once adopted, must be taken into account under 6.1.3 exactly as a legal one is — failing to manage toward it is a gap in the management system, independent of any external enforcement	
Brand standards imposed by a franchisor or management company are outside the property owner's own compliance obligations register	No	Where the property has agreed to meet a brand standard with environmental content, it constitutes a compliance obligation the property's own system should determine and track	

A Checklist for the Next Obligations Review

Answer each question with Yes, Partly, No or N.A., and name the evidence: a record, a date, a person, a place someone can go and look. An answer without evidence is an opinion.

Question	Why it matters	Answer	Evidence
Have we asked finance, procurement, brand relations, and sales directly what environmental commitments they have made?	The single question that would have surfaced the Singapore covenant years before its test date		
Does our register explicitly separate legal requirements from voluntary obligations, or does it read as legal-only by default?	An undifferentiated register tends to drift toward legal obligations only, exactly as Singapore's did		
For every voluntary obligation, is there a named monitoring owner connected to data the organisation already collects?	Data availability is rarely the gap; connection to consequence usually is		
Do we have internal checkpoints ahead of every external test or verification date, not only the date itself?	Waiting for the test date converts a manageable trend into an unavoidable outcome		
Is local legal expertise engaged for every jurisdiction we operate in, distinct from the group-wide voluntary-obligation process?	The two layers require different methods, and conflating them leaves gaps in both		

Common Mistakes — Self-Check

Tick every mistake you recognise in your own property today, and write next to it where you saw it. A ticked box is not a nonconformity; it is a place to look before an auditor or an incident does.

☐	Mistake (from the book)	Where we see it
☐	Defining compliance obligations as legally mandated requirements only, excluding voluntary commitments.	
☐	Treating a financing covenant as a purely financial matter, disconnected from environmental compliance.	
☐	Leaving obligation determination entirely to the legal or compliance function, with no intake process for other functions.	
☐	Assuming a global operation cannot build a compliance process without jurisdiction-specific law for every category of obligation.	
☐	Failing to connect existing operational data — already tracked for other purposes — to a specific obligation's defined target.	
☐	Renegotiating a missed obligation's terms without addressing the underlying monitoring gap that let it go unmanaged.	
☐	Treating brand or franchise standards as outside the property's own compliance register.	
☐	Waiting for an annual test or audit date rather than establishing more frequent internal checkpoints ahead of it.	
☐	Assuming a voluntary commitment carries no consequence under the standard simply because no regulator enforces it.	
☐	Reviewing compliance obligations only within the environmental or sustainability function, without visibility into what finance, procurement, or sales have separately committed to.	

Operative Synthesis — Action Plan

The three horizons and their actions are copied from the book. Owner and due date are yours to fill: an action without both is a wish.

Horizon	Action from the book	Owner	Due date
Act on immediately	Ask finance, procurement, brand relations, and sales directly: what agreements, standards, or commitments has this function made in the past three years that contain any environmental performance element? The answer, gathered honestly, frequently surprises the environmental management team as much as it would have surprised Singapore's.		
Plan for	Establish a standing procedural requirement that no function finalises an agreement, standard, or public commitment with environmental content without routing it through the compliance obligations register first; restructure the register to explicitly separate legal and voluntary obligations; and connect each voluntary obligation's specific target to whichever existing operational data source already tracks the relevant metric.		
Monitor going forward	Establish internal checkpoints ahead of every external test or verification date for any performance-linked obligation, financial or otherwise — waiting for the test date itself converts a manageable trend into an unavoidable outcome.		

WHAT THIS SHEET IS NOT

ISO 14001 does not prescribe this form. No clause asks for this worksheet, its columns or a register of market claims; the standard sets requirements and leaves the means to the organisation. This sheet is a working aid drawn from the book: use it, change it or set it aside. Where it touches a requirement, the text of ISO 14001:2026 is the authority, not this page — and nothing on it replaces your own reading of that text.

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