The Concession That Consumes and Does Not Pay

GUIDING QUESTION *Identify every part of your building operated by somebody your property does not employ: a spa, a restaurant, a shop, a fitness operation. Then answer two questions about each. Is its energy inside your utility bill? And does your agreement with that operator contain a single line about energy? Where the answers are yes and no, you are carrying a consumption you cannot influence and have not contracted for.*

Property: _____ Completed by: _____ Date: _____

How to use this sheet: work through the five parts with the people who own the process. The text in the left-hand columns comes from the book; the empty columns are for what is true in your property.

1. Verification Pact: what is commonly believed, what actually holds, and your property

What is commonly believed	What actually holds	In our property
«The spa is run by somebody else, so it is outside our system.»	The operator is outside the scope. The outsourced function is inside it. The standard says so in the definition.	
«We could exclude it from our scope.»	You may not exclude any energy type present within your boundaries. If it is in the building it is in the system.	
«The operator should have told us.»	Nothing obliged him to and nothing made it his concern. He optimised what the agreement asked him to optimise.	
«We will write obligations into the next contract.»	Obligations without measurement are unenforceable. The meter comes before the clause.	
«Utilities included is a normal commercial term.»	It is normal and it is an unlimited transfer of a variable cost to a party with no reason to limit it.	
«He is not our employee.»	Persons who affect a significant use include contracted service personnel. Employment is not the test.	

2. What the standard requires, and what demonstrates it

From Table 2.9.a. The third column of the book (what is method, not requirement) is left out here: write what your property actually holds as evidence.

What is required	What demonstrates it in a hotel	In our property
Outsourced significant uses controlled	An agreement containing measurement, criteria and notification	
Authority to control within the scope	A clause giving the property the right to set an operating band	
No energy type excluded within the boundaries	The spa inside the review, with a figure rather than a residual	
Persons affecting the use identified	The spa manager named in the energy review	
Procurement criteria applied to services	Energy raised during the concession negotiation, not after it	
Suppliers informed that energy is an evaluation criterion	The sentence in the invitation to operate	
Scope and boundaries documented	A boundary drawing that shows what the property can actually instruct	

3. The instrument: Table 2.9.b, What a concession agreement has to contain

The instrument of this subchapter. Seven lines, and the first one has to exist before the other six mean anything.

Element	What it says	Why the operator accepts it
Measurement	How the consumption of this operation is measured	It protects him from being charged for somebody else

Element	What it says	Why the operator accepts it
Allowance and sharing	A baseline in the fee; above it charged, below it shared	He keeps part of what he saves
Operating band	A range for temperature, hours and plant settings	He remains free inside the band
Notification	Tell us before changing hours, temperatures or settings	It costs him nothing
Access and information	The property may read the meter and the settings	It is how the sharing is calculated
Review	The arrangement is revisited at a stated interval	It protects him when conditions change
Criteria for shared plant	Who operates what, and to which criteria	It removes an argument he would otherwise lose

The rows above are the book's; the empty rows are for lines your property needs to add.

4. Common mistakes: self-check

Common mistake	Present here? (Yes / Partly / No)	Where we see it
Treating an outsourced operation as outside the energy management system.		
Writing utilities included and considering the energy question settled.		
Raising consumption with an operator on the basis of a residual.		
Asking for control of the operation instead of for a band and a notification.		
Transferring the whole cost to an operator with thin margins.		
Leaving the other concessions and franchises unexamined.		

5. Action plan

Step from the book / gap found	Action in our property	Owner	Deadline
Meter the concession before raising anything with the operator.			
Read the agreement and find the energy clause: it will be four words.			
Ask for a band, not for control. Three lines, and he stays free inside it.			
Align the incentive: an allowance in the fee, charged above, shared below.			
Put energy on the table during the negotiation, not at renewal.			
Name the operator’s manager in the energy review and give him the criteria.			
Get the notification clause; it costs him nothing and is worth the most.			
Walk the shared plant once with both parties present: the boundaries never coincide.			
Check the restaurant, the shop, the fitness room and the car park for the same clause.			

Step from the book / gap found	Action in our property	Owner	Deadline

In brief

Outsourcing moves the organisation, not the activity. The standard is explicit: the external company is outside the scope of the management system and the outsourced function is inside it. A spa operated under concession inside a hotel is a significant energy use inside that hotel's system, whoever runs it and whoever signs the payroll.

Source: The Helm and the Lens, Volume 4a: The Helm, subchapter 2.9. This sheet does not reproduce the text of the standard; work with your own copy of ISO 50001:2018 from an authorised source.