WORKSHEET 1.10

Compliance Obligations Without a Jurisdiction

Subchapter 1.10 · case in the book: Tbilisi

GUIDING QUESTION

Somebody in your hotel holds a register of legal requirements. Can anybody in your hotel say what changed in it last year, and what any single line of it obliges a particular person to do differently?

This worksheet turns the tools of the subchapter into a form you can fill in. The texts come from the book; the empty columns are for your own property. Adapt it before use: an unadapted checklist is exactly what the book warns against.

Practical application: what to do in your property

Step (from the book)	Done?	What we found / owner
Name the source and the date. Who tells this hotel when something changes, and when did we last look? If the honest answers are nobody and 2019, that is the finding, and it takes one minute to establish.		
Search with the taxonomy rather than with your memory. Legislation, regulators' orders, permits and licences, authorisations, court decisions, treaties, collective agreements; then organisational requirements, contracts, employment agreements, agreements with interested parties and health authorities, voluntary standards and codes, and public commitments. Most hotels find between four and eight obligations they had never counted.		
Go through your drawer of permits and authorisations with the expiry dates visible. They are named in the clause and they are the category that fails silently, because nothing arrives to announce that one has run out.		
Convert each line into an action and a person. What must somebody do differently, and who has been told? A requirement that cannot be written as an instruction to a named role has not been determined as to applicability, whatever the register says.		
Add the documents your own organisation has signed. Brand standards, client annexes, operating agreements with partners, the employment terms, and whatever your website says about how you treat your people. At Tbilisi these outnumbered the statutory obligations the hotel had actually been tracking.		
Treat a change in obligations as a trigger for hazard identification, as 1.8 requires, and remember that the clause itself notes these requirements can generate risks and opportunities. A new obligation is not only a compliance event.		

These steps are the book's method, not requirements of ISO 45001. Evidence can take whatever form suits the property; a separate document is needed only where an applicable requirement, or the property's own system, makes it necessary.

Verification Pact: what is believed, tested against the standard

What the property took to be true	What actually holds	Our position
“We have a legal register, drawn up by a consultant. That is the requirement.”	The requirement is a process to determine and have access to requirements that are up to date, and to keep the documented information updated to reflect changes. A register compiled once is possession without access.	
“The register lists the applicable laws, so applicability is covered.”	The organisation must determine how the requirements apply to it and what needs to be communicated. Listing an instrument is neither of those.	
“Other requirements are contracts. They belong to sales and to legal.”	The clause covers requirements the organisation has to or chooses to comply with, and the guidance names contractual conditions, employment agreements, voluntary codes and public commitments among them.	
“If a rule changes, somebody will tell us.”	Access has to be arranged. At Tbilisi the requirement had been in force fourteen months and the only person in the building who knew was a contractor’s technician.	
“Our permits and licences are an administrative matter.”	Permits, licences and other forms of authorisation are named among legal requirements. They are the half that expires quietly rather than the half that arrives in the post.	
“The website paragraph about our staff is marketing.”	Public commitments of the organisation or its parent are named among other requirements. Choosing to commit creates the obligation.	

Common mistakes: a self-check

Mistake (from the book)	Present here?	Action / owner
Owning a list instead of running a process. The list ages from the day it is delivered, and nothing in the building is capable of noticing.		
Calling it the legal register. The name excludes the half of the clause that has grown fastest and that the property created itself.		
Determining applicability and stopping there. What needs to be communicated is in the same sentence of the requirement, and it is the half that reaches the corridor.		
Forgetting permits, licences and authorisations. They are named expressly and they expire without announcing it.		
Buying access and calling it compliance. Forty unread bulletins a year leave a property demonstrably informed and no better protected.		
Letting the commitments the hotel makes about itself sit outside the system. Choosing to comply creates the obligation, and the choosing is done by people who have never read this clause.		

Operative synthesis

› The requirement is a process, not a register: determine the applicable legal and other requirements and have access to them kept up to date; determine how they apply and what needs

to be communicated; take them into account in running and improving the system; and keep the documented information updated to reflect changes. Most hotels own the artefact and run none of the three movements.

- Because the clause names no jurisdiction, it can be taught anywhere, and the standard's own taxonomy is what makes that possible: seven kinds of legal requirement including the permits and authorisations that expire silently, and eight kinds of other requirement including contracts, employment terms, voluntary codes and the public commitments a property makes about itself. That second half is the one hotels never compile and the one they largely create themselves, because the definition reaches requirements the organisation has to or chooses to comply with, and a signature is a choice. The working version of all this is four columns: source, what it means, who must do something differently, and who has been told.
- **The requirement had been in force for fourteen months.** The only person in the building who knew about it did not work for the hotel, and he mentioned it in a corridor because he assumed everybody knew.
- **Knowing what you are obliged to do is not the same as deciding what you intend to achieve.** The chapter turns next to objectives, and to the discovery that the number a hotel has been reporting to its owners for a decade counts the harm that has already happened, and predicts nothing at all.

Action plan for our property

Action	Owner	Due	How we will know it worked

Source: Francesco Dore, The Helm and the Lens, Volume 3a «The Helm», subchapter 1.10. Edizioni Effedore, 2026. Clause references are paraphrased; this sheet does not reproduce the text of ISO 45001. It is not legal advice: health and safety law is that of the place where the property operates.