WORKSHEET 3.11

Auditing Work Done by People Who Are Not Your Employees

Subchapter 3.11 · case in the book: Funchal

GUIDING QUESTION

Open the file for your largest contractor. Count the pages that concern the contractor's competence, and the pages that concern what happens where their work meets yours. The second number is the one that matters, and in most properties it is nought.

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
Split the contractor file into two piles: about them, and about the meeting point. The second is usually empty.		
Write the interface arrangement: the decisions at the boundary and who holds each. Six lines is enough.		
Audit while the work is live, which means at the hour the contractor works: usually night or Sunday.		
Ask the people on site whose employee they are and who briefed them on this building.		
Define the type and degree of control for each outsourced function. In most hotels nothing has ever been defined.		
Check the risks running the other way: what the property's own operation does to the contractor's people.		
Read the contract. Ask whether a disagreement on site could be settled by reading it, and convert the three habits that matter into terms at renewal.		
Establish how a contractor reports something wrong in your building. In most properties there is no route at all.		

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 is commonly believed	What actually holds	Our position
«The contractor has its own safety system, so the work is covered.»	The requirement is that the organisation's requirements are met by the contractor and its workers, and that the two operations are coordinated. The contractor's system does not discharge either.	
«We selected a competent contractor, so we have done our part.»	Selection is the procurement limb. Coordination is a separate obligation and it operates while the work is live.	

What is commonly believed	What actually holds	Our position
«The risks run from the contractor to us.»	The clause names both directions. A hotel serving lunch beneath a working face is a risk the hotel creates for the contractor's people.	
«The contract transfers the duty.»	A contract allocates work and money. The duty to coordinate and to identify hazards in both directions stays with the property.	
«Outsourced means outside the system.»	Outsourced functions are to be controlled, and the type and degree of control are to be defined within the system. Outsourcing is a decision about who performs, not about whether it is covered.	
«We audit contractors annually at renewal.»	Renewal audits the company. The arrangement that matters exists only while the work is happening, and in most properties that is at night.	

Common mistakes: a self-check

Mistake (from the book)	Present here?	Action / owner
Auditing the contractor rather than the interface. The file describes the part the property does not control.		
Concentrating all the documentation before the work starts. The only part the property can influence is the live part.		
Never attending while the contractor works. In most hotels that is at night, on Sundays, or between seasons.		
Assuming the audited company is the company that arrives. Subcontracting is ordinary and the file remains accurate about the wrong entity.		
Ignoring the risks running from the property to the contractor. The clause names both directions and hotels consider one.		
Treating outsourced functions as outside the system. The control is to be defined, and in most properties it never has been.		

Operative synthesis

- Contractor auditing in hospitality audits the contractor, which is the part the property does not control, and leaves the interface unexamined, which is the part it does. A folder of certificates establishes that a company is competent at its own work; it says nothing about a terrace serving lunch beneath a working face, because the contractor has never seen that terrace and did not write the method statement about it.
- The clause requires coordination, not selection, and it names the risks in both directions: what the contractor's work does to the property's people, and what the property's operation does to the contractor's. It requires the property's own requirements to be met by contractors and their workers. And for outsourced functions it requires the type and degree of control to be defined: which, for the laundry, the gardens, the security and the spa, has in most hotels never been done at all.
- The audit therefore goes to the boundary, and it goes while the work is live, which means at the hour the contractor works. It asks who holds each decision at that boundary, and it asks the people on site whose employee they are.
- **And none of this requires the property to become an expert in rope access, duct cleaning or high-voltage maintenance.** The specialist knowledge belongs to the specialist and the property is

not being asked to supply it. What the property is being asked to supply is the one thing the specialist cannot: knowledge of its own building on a working day, who is on the terrace at one o'clock, which room below is occupied, when the kitchen takes its delivery, and who has the authority to stop something in front of a guest. That knowledge is the property's alone, it is not in any file, and coordination means putting it on the table before the work starts rather than discovering, in the third year, that it lived in three people who are no longer all present.

- **Forty pages, all of them about somebody else.** Twenty-two balconies below a working face with nobody named to close them, a pool terrace belonging to the hotel directly underneath, a delivery door the kitchen found out about on the morning, and in the third year a subcontracted crew and a duty manager who had never seen the operation before.
- When something does go wrong at a boundary like that, somebody has to decide what kind of finding it is, and whether it can wait until Monday.

Action plan for our property

Action	Owner	Due	How we will know it worked

Source: Francesco Dore, The Helm and the Lens, Volume 3b «The Lens», subchapter 3.11. 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.