WORKSHEET 3.4

Auditing the Process That Finds the Obligations

Subchapter 3.4 · case in the book: Rotterdam

Take your register of legal and other requirements and write, beside each entry, the condition that makes it apply to this property: the consumption, the floor area, the number of employees, the ownership structure, the contract it sits inside. Then write the date that condition was last checked. If most of those dates are blank, what you have is not a register of your obligations. It is a list of the obligations that were yours on the day somebody wrote it.

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
Add a trigger column to the register and complete it for every entry.		
Identify the entries whose trigger nobody can state, and establish whether they still apply.		
Re-test triggers at year end and after any works, project, acquisition or concession.		
Write down the sources the annual review examines, by name.		
Establish the one-sentence rule: whoever signs a commitment about energy tells the register.		
Record, for each compliance evaluation, the document seen or the condition observed, and who saw it.		
Write findings about the property's ability to know, never about whether it complies.		

These steps are the book's method, not requirements of ISO 50001. 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
«We audit compliance with each obligation in the register.»	An internal auditor who forms a view on what an obligation requires has usually adopted the property's own reading of it.	
«The register is reviewed every year and signed.»	A review with no defined sources and no defined subject cannot fail, which is why it never has.	
«Nothing in the law changed, so nothing changed.»	In a hotel it is usually the property that changes: consumption, area, installations, ownership, a concession.	

What is commonly believed	What actually holds	Our position
«We subscribe to an updating service.»	The service is a source, not a process. The process is what happens between the bulletin and a decision about this building.	
«The contractor confirmed we are compliant.»	An evaluation performed by the party being evaluated contains no information it did not already hold.	
«Contract clauses are a commercial matter.»	A commitment the property accepts voluntarily is an other requirement and binds it exactly as firmly.	

Common mistakes: a self-check

Mistake (from the book)	Present here?	Action / owner
Auditing compliance with the obligations instead of the process that finds them.		
Building a register of obligations without recording what triggers each one.		
Reviewing the register annually without ever defining where the reviewer looks.		
Treating an updating subscription as though it were the process.		
Letting contractual and group commitments live in folders the energy system never sees.		
Accepting an evaluation of compliance from the party whose compliance is evaluated.		
Writing a finding that states the property is non-compliant, which the internal auditor does not know.		
Using the boundary of competence as a reason to audit nothing at all.		

Operative synthesis

- **An internal auditor cannot tell a property that it complies with its obligations, and should not try. What he can establish, entirely within his competence, is whether the property is in a position to know, which is a question about five things: how obligations are identified, how changes in them are noticed, how changes in the property are noticed, how voluntary commitments arrive, and who performs the evaluation.**
- **The third of those is the one this discipline contributes. Elsewhere, obligations change and organisations stand still. In energy it is the property that moves: past a consumption level, into a new installation, across an acquisition, through a concession. A register that lists what the property owes, without recording why it owes it, cannot see any of that, and will sit unchanged through precisely the event that changed everything.**
- **Rotterdam had twenty-three entries, four years of signatures, and no defect that anybody had committed. Its coordinator reviewed a register annually and found no change, correctly. Its contractors confirmed compliance, honestly. Its sales director signed a reasonable clause. The**

property crossed a threshold in the year it installed charging points and recovered its conference business, and spent two reporting cycles in a regime it had never heard of.

› **The next subchapter turns to a kind of event this discipline has no word for. Safety has one: the thing that could have cost something and did not. A valve left open and closed by chance, a control left in manual over a weekend, a set point changed and changed back before the month ended: none of them reached a bill, and all of them are the same failure that, held a little longer, becomes a case.**

Action plan for our property

Action	Owner	Due	How we will know it worked

Source: Francesco Dore, The Helm and the Lens, Volume 4b «The Lens», subchapter 3.4. Edizioni Effedore, 2026. Clause references are paraphrased; this sheet does not reproduce the text of ISO 50001, ISO 50003 or ISO/IEC 17021-1. It is not legal advice: energy law is that of the place where the property operates.