



H.E.L.P. HOSPITALITY EDUCATION FOR LOSS PREVENTION

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Theories of Liability

- Legalese:

Reasonable Care - The degree of care that a reasonably prudent person would use in a similar situation.



Duties and Obligations of a Hospitality Operator

- Legalese:

Standard of Care - The industry-recognized, reasonably accepted level of care used in fulfilling a Duty of Care.



Franchise Standards



Duties of Care

1. Provide a reasonably safe premise.
2. Serve food and beverages fit for consumption.
3. Serve alcoholic beverages responsibly.
4. Hire qualified employees.



Duties of Care

- ❑ Properly train employees.
- ❑ Terminate employees who pose a danger to other employees or the guest.
- ❑ Warn of unsafe conditions.
- ❑ Safeguard guest property, especially when voluntarily accepting possession of it.



Theories of Liability

- Legalese:

Tort - An act or failure to act (not involving a breach of contract), that results in injury, loss or damage to another (i.e. negligence is an unintentional tort; whereas battery, physically touching someone is usually an intentional tort).



Theories of Liability

- Legalese:

Negligent (Negligence) - The failure to use reasonable care.



Theories of Liability

- Legalese:

Negligence Per Se - When a rule is violated by the operator; such violation of a rule is considered to be far outside the scope of reasonable behavior that the violator is assumed to be negligent.



Theories of Liability

- Legalese:

Proximate Cause - The event or activity that directly contributes to (causes), the injury or harm.



Theories of Liability

- Legalese:

Contributory Negligence – Negligent conduct by the complaining party (plaintiff) that contributes to the cause of his or her injuries.



Theories of Liability

- Legalese:

Comparative Negligence - Shared responsibility for the harm that results from negligence. The comparison of negligence by the defendant with the contributory negligence of the defendant. (Also known as comparative fault.)



Theories of Liability

- Legalese:

Gross Negligence - The reckless or willful failure to use even the slightest amount of reasonable care.



Theories of Liability

- Legalese:

Intentional Act - A willful action undertaken with or without full understanding of its consequences.



Liability for the Intentional Acts of Third Parties

- ❑ Forseeability
- ❑ Reasonable care



Accommodating Guests

- Legalese:

Guest - A customer who lawfully utilizes a facility's food, beverage, lodging, or entertainment services.



Accommodating Guests

- Legalese:

Transient Guest - A customer who rents real property for a relatively short period of time (e.g., small number of days with no intent of establishing a permanent residency).



Accommodating Guests

- Legalese:

Tenant - Anyone, including a corporation, who rents real property for an extended period of time with the intent of establishing a permanent occupation or residency.



Definition of a Guest

- ❑ Billing format.
- ❑ Tax payment.
- ❑ Address use.
- ❑ Contract format.
- ❑ Existence of deposit.
- ❑ Length of stay.



Removal of Guests

- Legalese:

Eviction - Removal of a tenant from rental property by a laws enforcement officer. An eviction is the result of a landlord filing and winning a special lawsuit known as an “unlawful detainer.”



Admitting Guests

- Legalese:

Public Accommodation - A facility that provides entertainment, rooms, space or seating for the use and benefit of the general public.



Admitting Guests

- Legalese:

Segregate - To separate a group or individual on any basis, but especially by race, color, religion, or national origin.



Denying Admission to Guests

1. The individual cannot show the ability to pay for services provided.
2. The individual has a readily communicable disease.
3. The individual wishes to enter the facility with an item that is prohibited.
4. The individual is intoxicated.



Denying Admission to Guests

5. The individual presents a threat to employees or other guests.
6. The individual does not seek to become a guest.
7. The individual is too young.
8. The facility is full.



Responsibilities to Nonguests

- ❑ Guests of Guests
- ❑ Invitees
- ❑ Trespassers



Responsibilities to Nonguests

- Legalese:

Invitee - An individual who is on a property at the expressed or implied consent of the owner.



Removal of Guests

- ❑ Lack of Payment
- ❑ Inappropriate Conduct
- ❑ Overstays
- ❑ Accident, Illness, or Death



Lockouts/Evictions

- ❑ Circle and initial Departure Date on Registration Card
- ❑ Trespass Affidavit



Overbooking

HMMMMMM



A Word About.....

“ PRICE GOUGING ”



Guest Privacy

- ❑ Expectation of privacy
- ❑ Right of entry by innkeeper
- ❑ Guest records
- ❑ PCI
- ❑ Destruction
- ❑ Requests for Guest Information



Swimming Pools

- ❑ Drains
- ❑ Lights



Spas

- ❑ Chemicals
- ❑ Temperature



Workout Areas

- ❑ No free weights
- ❑ Insurance coverage



CCTVs

- ❑ Signage
- ❑ Placement
- ❑ Retention



Inn-Room Safes

- Innkeeper Limited Liability Statute



Bedbugs





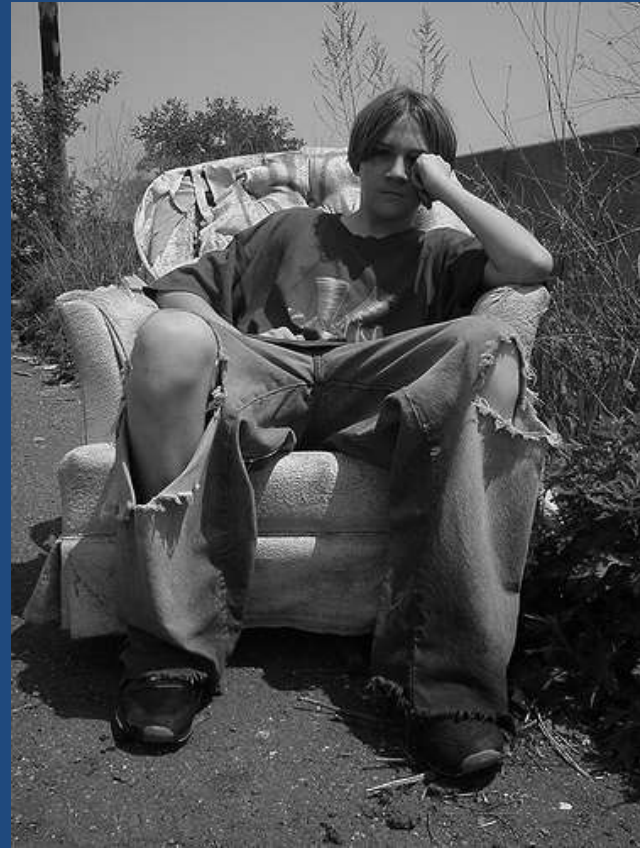
F & B

- ❑ Food Allergies
- ❑ Alcohol



Dealing with Minors

Do we have to?





Responding to an Accident

- First 15 minutes after an accident is key



Employee Selection Process

- ❑ Application
- ❑ Background Checks
- ❑ Drug Testing
- ❑ Attitude



Americans with Disabilities Act (ADA), Title III

Under Title III of the ADA, any private entity that owns, leases to, or operates an existing public accommodation has four specific requirements:

1. Getting guests and employees into the facility.
2. Providing auxiliary aids and services so that people with disabilities have access to effective means of communication.



Americans with Disabilities Act (ADA), Title III

3. Modifying any policies, practices, or procedures that may be discriminatory or have a discriminatory effect.
4. Ensuring that there are no unnecessary eligibility criteria that tend to screen out or segregate individuals with disabilities or limit their full and equal enjoyment of the place of public accommodation.



Americans with Disabilities Act (ADA), Title III Priorities

- ❑ Priority 1: Accessible approach and entrance
- ❑ Priority 2: Access to goods and services
- ❑ Priority 3: Access to rest rooms
- ❑ Priority 4: Any other measures necessary



Five Steps to Facility Evaluation

1. Plan the evaluation.
2. Conduct the survey.
3. Summarize recommendations.
4. Plan for improvements.
5. Document efforts.



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