

When trouble starts at the door, who carries the legal risk?

For pubs, bars, hotels and event venues, outsourced door staff are often essential, but a serious incident can quickly raise difficult questions about responsibility.

A new Court of Appeal decision gives hospitality operators some welcome clarity on when they may, and may not, be vicariously liable for torts committed by third-party security contractors. The case is a useful reminder that the contract is only part of the picture; insurance, control, uniforms, reporting lines and day-to-day working practices can all affect where liability lands.

Read our short briefing for the key takeaways and the practical steps operators should take before the next busy weekend.

Door staff, contractors and liability: a useful Court of Appeal decision for hospitality operators

For hospitality and leisure operators, security arrangements are often critical to safe trading. Pubs, bars, clubs, restaurants, hotels and event venues commonly use specialist security companies to provide door supervisors, particularly for late-night trading, large events and higher-risk venues.

A new Court of Appeal decision provides helpful guidance on when a venue operator may, and may not, be vicariously liable for the conduct of contracted security staff.

In *Burger v Risk Solutions BG Ltd and another* [2026] EWCA Civ 804, the Court of Appeal held that a pub operator was not vicariously liable for a serious assault committed by door supervisors supplied by a third-party security contractor. The security company was a genuine independent contractor, its staff were not employees of the pub operator, and the circumstances did not justify treating the pub operator as liable for torts committed by the contractor's employees.

What happened?

The claimant was restrained outside a pub operated by J D Wetherspoon plc by two door supervisors. He suffered a dislocated hip requiring emergency surgery and a hospital stay. The door supervisors were employed by Risk Solutions BG Ltd, a security company engaged by the pub operator under a security services agreement.

The agreement placed responsibility for the security staff with the contractor. In addition, the contractor was responsible for providing the appropriate number of door supervisors,

agreeing the staffing plan, and managing, directing and controlling those staff. The contract also stated that the pub operator was not responsible for directing or controlling them.

What did the Court decide?

The Court of Appeal confirmed that the modern law on vicarious liability, including cases involving relationships “akin to employment”, does not remove the long-established principle that a party is not ordinarily liable for torts committed by a true independent contractor or that contractor’s employees.

The correct starting point is to ask whether the contractor is genuinely carrying on business on its own account. If the contract and the practical reality both point to a true independent contractor relationship, the court may not need to undertake a wider “akin to employment” analysis.

On the facts, the security company was plainly an independent contractor: it carried on its own business, had freedom to provide services to other clients, managed and controlled its staff, and the door supervisors wore the contractor’s uniforms and badges. Those features were consistent with an ordinary commercial outsourcing arrangement, not with a transfer of responsibility to the pub operator.

Why does this matter to hospitality businesses?

The decision is particularly relevant for operators using outsourced security, cleaning, event staffing, maintenance, catering support or other specialist services, but it does not give blanket immunity. A venue may still face vicarious-liability risk if the relationship, viewed as a whole, is not one of genuine independent contracting. The risk is greater where the venue assumes day-to-day management of the contractor’s staff or the written agreement does not reflect the working reality, although control is not by itself determinative.

The judgment concerns vicarious liability only. Outsourcing does not necessarily protect an operator from liability for its own negligence, breach of statutory or licensing duties, or any duty it cannot delegate. A venue may also remain exposed if it appoints an unsuitable contractor, ignores known safety risks, or fails to take reasonable steps within its own control.

The case is a reminder that the paper trail and day-to-day management arrangements matter. Hospitality operators should ensure that outsourced arrangements are structured and operated consistently with a genuine contractor relationship.

Practical steps for operators

- Review contracts with security providers and other outsourced service providers to ensure they clearly state who employs, manages, directs and controls the staff.
- Include appropriate indemnities and insurance obligations, particularly for personal injury, assault, negligence and regulatory breaches, and require evidence of current cover and prompt notice of cancellation or material change.
- Avoid day-to-day practices that make contractor staff look like employees of the venue (such as direct line management, venue-branded uniforms, or routine operational instructions inconsistent with the contract).
- Ensure incident reporting arrangements are clear, but do not blur responsibility for supervision and control.
- Check that contractors remain solvent, insured and properly licensed, particularly for SIA-regulated door supervisors; verify individual licences and any premises-licence conditions, rather than relying solely on contractual warranties.
- Document contractor due diligence, escalation routes and the division of responsibilities for risk assessments, staffing decisions and incident response.

Our view

This is a helpful decision for hospitality and leisure operators, but it is not a licence to outsource risk without scrutiny. The strongest position is to have a well-drafted contract along with a competent, solvent and properly insured contractor, and operational discipline so that the contractor, not the venue, remains responsible for managing its staff, while the operator continues to discharge its own non-delegable, statutory, licensing and safety responsibilities.