

Can a Third-Party Successfully Sue You for Failing to Provide Service Beyond the Scope of Your Contract?

“Sometimes appellate opinions are issued on a seemingly narrow subject matter that can apply to many other factual contexts.

In one such recent example, a Florida appellate court concluded that a security services provider could not be held responsible for allegedly failing to protect a person who was criminally attacked,” reports Matthew J. Meyer in Ansa | Assuncao’s *News & Articles*. “The reason for the appellate court’s decision is what is interesting, and could be applied well beyond the factual circumstances involved in the specific case: the security provider’s contract with Miami-Dade County established the hours of service, and those hours of service ended at 7:00 pm each day, therefore the security provider had no legal duty to provide security to a person who was attacked at 8:00 pm. ”

“In reaching its decision, the appellate court discussed the concepts of ‘zone of risk’ and the corresponding legal duty for a security provider to ‘protect persons lawfully on defined premises.’ Importantly, however, the appellate court explained: ‘Nonetheless, the extent of the undertaking as defined under the terms of the contract should define the scope of the duty.’ Applying this doctrine, the appellate court explained its conclusion that the responsibility to enact reasonable security measures was borne solely by the County.”

Read the article.