

Many tripping and slipping accidents will occur away from the highway perhaps at work, in a shop, restaurant or other public place. Employers, shop owners and others whose premises are used by members of the public have legal duties to ensure the safety of those who visit their premises whether as employees, customers or otherwise.

Slips and trips at work

Slips and trips are responsible for one third of all major incidents to employees which are reported annually to the Health and Safety Executive. They represent the most common cause of major injury at work and 95% of major slips result in broken bones. Slips and trips are also a major contributory factor in other accidents at work such as falls from height. Most occur as a result of wet or contaminated conditions and often arise as a result of a failure by employers to adequately identify and assess potential risks to employees at work. The HSE recommend a five step approach for employers to risk assess as follows :-

- look for trip and slip hazards in the work place
- decide who might be harmed and how
- consider the risks and whether existing precautions deal adequately with them
- record the findings
- regularly review the assessment to ensure it is still appropriate

The Health and Safety at Work etc Act 1974 imposes on employers a duty to ensure the health and safety of their employees and others who may be affected by their work. This includes a duty to ensure that floors are suitable, in good condition and free from obstructions to enable employees and others to move around safely. The obligation extends to ensuring that lighting levels are sufficient, cleaning and maintenance procedures are suitable and that floor surfaces are regularly checked for wear and tear. Work places should be kept tidy and free from obstructions with warning signs or barriers used where necessary.

Employers who breach this duty to safeguard the health and safety of their employees at work are likely to be responsible for any foreseeable injury suffered by an employee and to be held liable in damages.

Slips and trips in shops/supermarkets/restaurants and other public places

The Occupiers Liability Act 1957 imposes a duty of care on occupiers of premises to see that visitors will be reasonably safe in using the premises to which they were invited or permitted to be by the occupier. Shoppers and customers to pubs, restaurants and the like are "visitors" for the purposes of this Act. The "occupier" is classified as somebody who has sufficient degree of control over the premises to realise that any failure on his/her part to use care may result in injury to a visitor to those premises.

In order to avoid responsibility of this duty the occupier will need to establish that there was in place a reasonable system to keep visitors safe and, for example, floors clean and free from spillages. Failure to operate and implement such a system is likely to lead to the occupier being found to be in breach of the duty owed to any injured visitor and to a successful claim in damages by that person.

Liability of a Landlord for trips and slips

Landlords may or may not be classed as occupiers of premises under the Occupiers Liability Act. If the landlord is such an occupier he owes a duty of care under the Act to ensure that any lawful visitor to the premises is reasonably safe in using them for the purposes for which he was invited or permitted to be there.

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In cases where a landlord is not an occupier he will, nevertheless, where the tenancy arrangement obliges him to maintain or repair the premises, owe a duty under the Defective Premises Act 1972 to all persons who might reasonably be expected to be affected by any defects in the state of the premises. The duty owed by the landlord is to take such care as is reasonable in all the circumstances to see that such persons are reasonably safe from personal injury or from damage to their property caused by a relevant defect.

A landlord may also face a claim from his/her tenant under the terms of any actual tenancy agreement if the tenant should suffer injury as a result of any breach of that agreement by the landlord.