Consent Erosion

The Operator's Dictionary · https://kb.jeffreysummers.com/docs/consent-erosion/

Definition

The mechanism by which the Guest continues re-signing [The Guest Contract] believing they are signing the operator's original terms while actually signing a contract whose terms have shifted beneath them without their knowledge, participation, or consent. The consent the Guest gave was for the contract as they understood it; the contract they are actually executing is different. Trust erodes in proportion to the significance of the shift and the degree to which the Guest valued the original terms.

Explanation

The mechanism is quiet by nature, which is what makes it dangerous. Portion sizes shrink gradually. A dish that used to be made in-house gets outsourced. A server who used to know the Guest's name gets replaced by rotating staff. Individually, each shift is small enough that no single visit triggers an obvious break in trust. Cumulatively, the Guest is participating in a contract that bears decreasing resemblance to the one they originally agreed to -- and they usually can't name exactly when the change happened, only that something feels different.

[Consent Erosion] is distinct from [Consent Arbitrage] in direction of agency. [Consent Erosion] describes something happening to the Guest, largely passively, as the operation drifts. [Consent Arbitrage] describes the operator's deliberate exploitation of a gap between granted and current consent. The two often coexist -- erosion creates the gap, arbitrage exploits it -- but they name different sides of the same widening space between what was promised and what's being delivered.

Two Vectors (same mechanism, two instigators)

Vector 1 -- 2P-Instigated (operator-side). The operator changes terms of the Guest relationship unilaterally. A menu item changed without mention. A price raised without explanation. A policy modified without asking. The operator who treats the Guest as a transaction does not ask -- asking would imply the Guest has a stake in the decision. Road 1 does not grant that stake. [Consent

Erosion] is the natural output of Road 1 thinking applied to the Guest relationship. Road 2 operators produce it accidentally; the read discipline catches it and [Cooperative Build] closes the gap before [Consent Arbitrage] activates.

Cases: Panera Sip Club (independent-scale operator, unilateral term change on a subscription pricing structure). Wendy's (chain-scale operator, systematic term change across the Guest Contract). Both cases are 2P-instigated -- the operator changed the terms the Guest was re-signing. Scale changes the visibility, not the mechanism.

Vector 2 -- 3P-Instigated (vendor-side). The operator voluntarily invites a 3P party in to fill a capability gap at bounded terms. The 3P party escalates demands past the boundaries of the original gap-fill agreement, imposing terms on the Guest Contract that the operator did not author and the Guest did not consent to.

Seven-step causal chain: gap-fill invitation → initial bounded terms → demand escalation → Guest Contract reach → [Consent Erosion] instigated → operator absorbs cost (Guest audit detects mismatch, volume drops) → Doom Loop engagement (volume drop forces deeper 3P dependency, more leverage, more demands, deeper erosion).

No single dramatic event. Each 3P invitation was rational, each escalation small enough to accept rather than fight. The aggregate outcome is invisible when examined at any single 3P relationship.

Cases: DoorDash (delivery platform 3P -- meters access to Guests the operator once owned directly). OpenTable (reservation platform 3P -- inserts itself between the operator and the Guest at the point of booking).

Why the Two-Vector Structure Matters

Both vectors produce the same failure state -- the Guest signs a contract they did not consent to. Naming them as one mechanism with two instigators surfaces the shared harm (Guest Contract sovereignty loss) while keeping the instigator distinction operationally useful.

The 2P-instigated vector is a discipline failure the operator can fix directly. Stop changing the terms without asking. Rebuild the read discipline that catches unilateral drift before it accumulates.

The 3P-instigated vector is a boundary failure. The operator can only fix it by re-establishing authorship of the Guest Contract against escalating 3P demands -- often by rebuilding the vehicle in-house so the 3P no longer holds the leverage.

Both require the operator to see the erosion. Neither shows up on the P&L until [Lost Opportunity Tax] reconciles it downstream, usually years after the erosion began.

The Corrective

The corrective isn't necessarily to never change anything about the operation. Change is often necessary and sometimes improves the Guest Experience. The corrective is transparency about the change itself -- an operator who tells the Guest what's changing and why is renewing consent, not eroding it. Silent drift is what erodes; disclosed change, even unwelcome change, at least gives the Guest the chance to consent to the new terms rather than discovering them after the fact.

Diagnostic Tests

- 2P-vector self-audit: what terms of the Guest relationship have I changed in the last 90 days without asking the Guest?
- 3P-vector self-audit: which terms of my Guest Contract am I unable to enforce or modify without 3P permission? Every affirmative answer is a marker of consent erosion in that element.

Fail State

Consent gap opens → [Consent Arbitrage] activates → Contracting Loop accelerates → Guest exits or downgrades → volume drop forces Road 1 tactics or deeper 3P dependency → erosion compounds.

Pairs With: [The Guest Contract], [The Hospitality Contract], [Consent Arbitrage], [Cooperative Build], [2P Arbitrage], [3P Arbitrage], [Two Roads], [Transactional Thinking], [Guest Recovery Investment], [The Operator's Doom Loop], [The Affordability Lie], [Static Decline], [Hacksterism], [Connection Floor], [Guest History], [Lost Opportunity Tax]