

BERJAYA BUSINESS SCHOOL**FINAL EXAMINATION**Student ID (in Figures) :

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Student ID (in Words) : _____

Subject Code & Name : **LAW 1523 LEGAL ASPECTS FOR HOSPITALITY AND TOURISM**

Semester & Year : January – April 2018

Lecturer/Examiner : Mr. Anandaselvam Kannan

Duration : 3 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of 2 parts:
PART A (60 marks) : Answer all FOUR (4) short answer questions. Answers are to be written in the Answer Booklet provided.
PART B (40 marks) : Answer TWO (2) Essay Questions. Answers are to be written in the Answer Booklet provided.
2. Candidates are not allowed to bring any unauthorized materials except writing equipment into the Examination Hall. Electronic dictionaries are strictly prohibited.
3. This question paper must be submitted along with all used and/or unused rough papers and/or graph paper (if any). Candidates are NOT allowed to take any examination materials out of the examination hall.
4. Only ballpoint pens are allowed to be used in answering the questions, with the exception of multiple choice questions, where 2B pencils are to be used.

WARNING: The University Examination Board (UEB) of BERJAYA University College regards cheating as a most serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from BERJAYA University College.

PART A: FOUR (4) SHORT ANSWER QUESTIONS (60 MARKS)
INSTRUCTION(S): There are FOUR (4) short answer questions. Answer all questions in the
Answer Booklet(s) provided.

Question 1

- a) The Food Act 1983 aims to protect the public against health hazards and fraud in the preparation, sale and use of food. List down what are the powers of the authorized officers mentioned under Sec 4 of the Act. (10 marks)
- B) Discuss the rights of innkeepers under the Innkeepers Act 1952. (5 marks)

Total (15 Marks)

Question 2

- a) "Hotels are not liable for all the injuries that occur on their premises unless they have committed tort."
Discuss the elements of the tort of negligence. (10 Marks)
- b) Explain the principle of vicarious liability. (5 Marks)

Total (15 marks)

Question 3

Kris has been employed as a front office receptionist of a budget hotel which is located at Petaling Jaya. The Human Resource Manager of the hotel came to know that Kris is 5 months pregnant, and was issued with the termination letter with immediate effect. In relation to the above, answer the following questions:

- a) The differences between unfair dismissal and constructive dismissal. (5 marks)
- b) The remedies available for unfair dismissals. (5 Marks)
- c) The differences between contract of service and for services. (5 Marks)

TOTAL (15 Marks)

Question 4

Michelle, Sheila and Sharon are planning to form a partnership business in order to do some Tourism related business. There are some differences of opinion among them even before the setting up of the partnership.

With reference to the Partnership Act 1961, answer the following:

- a) What elements need to be established for the formation of a partnership agreement and cite relevant case law? (6 marks)
- b) Explain **THREE (3)** ways in which they could terminate their partnership. (6 marks)
- c) Discuss the incoming and outgoing partner's liability if the Partnership has existing liabilities of RM 50,000.

(3 marks)

Total (15 marks)

END OF PART A

PART B: TWO (2) questions.
INSTRUCTION: There are TWO (2) questions. Answer all parts of this question in the Answer Booklet (s) provided.

Question 1

Andrew was contemplating of migrating to France for a couple of years. He was granted a green card on the 14th of January 2017. On 3 March 2017, Andrew wrote to Benny offering to sell to Benny his yacht for RM1 million. The letter expressly stated that if Benny did not reply by 10 March 2017, he would be deemed to have accepted the offer. On 9 March 2017, Andrew sent a letter to Benny revoking his offer. On 10 March 2017 Benny posted a letter to Andrew accepting Andrew's offer. Andrew's letter of revocation reached Benny on 11 March 2017. Benny's letter of acceptance reached Andrew on 12 March 2017. Benny wishes to know whether there is a valid contract between him and Andrew for the sale and purchase of the yacht.

- a) Discuss whether a contract existed between Andrew and Benny citing the relevant Section of Contracts Act 1950 with decided case law.

(15 marks)

- b) What would be your answer if Andrew posted the letter of revocation on the 4th of March 2017?

(3 marks)

- c) Can Benny revoke his acceptance after he posted acceptance?

(2 marks)

Total (20 marks)

Question 2

Consider the following separate and independent transactions in the light of the Sale of Goods Act 1957:

- a) Lim purchased an expensive music set from Shaun for RM80,000 to be paid in five equal installments. An agreement was signed. One of the clauses stated that the music set will not pass to the buyer until the last and final payment has been made. Before Lim could make the final payment, the music set was stolen from Shaun. Who will bear the risk?

(5 marks)

- b) Terence has agreed to purchase a Refrigerator from Vicky as he is migrating to Australia. On examination of the Refrigerator, Terence noticed that the reading screen of temperature is cracked. Vicky promised to replace a new screen. While the Refrigerator was in the workshop, it was damaged by flood waters. Has the property in the Refrigerator passed to Terence?

(5 marks)

- c) Peter placed an order for 12 sets of Porcelain Vase, which was manufactured in West Germany from 'The specialist supplier of Porcelain Sdn Bhd'. The vases were delivered and five sets was discovered to be made in Taiwan. Can Peter refuse to accept the 12 sets of the Porcelain Vase?

(5 marks)

- d) Steven sold two sets of Dinning table to Sharon. The goods have been delivered to Sharon's house but Sharon has not paid for the goods despite repeated demands made by Steven. Can he take back the goods from Sharon's house on the ground that Sharon has defaulted in payment?

(5 marks)

Total: (20 marks)

END OF EXAM PAPER