



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1523 LEGAL ASPECT FOR HOSPITALITY & TOURISM**
 Trimester & Year : May - August 2023
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 3 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:
 Part A: 60 marks : SIX (6) structured questions. Answer ALL questions.
 Part B : 40 marks : THREE (3) Essay questions. Answer only TWO (2) questions.
 All answers must be written in the answer booklet(s) provided using ENGLISH LANGUAGE only.
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.

Total Number of pages = 6 (including the cover page)

INSTRUCTION(S) : ANSWER ALL QUESTIONS.

Question 1

Sasha received a book by post with a note said that unless book was returned within fourteen days, it would be assumed that the recipient had bought the book for RM45.00. Advise Sasha.

(5 marks)

Question 2

Explain the effects of **Section 21(1) of the Companies Act 2016**.

(6 marks)

Question 3

In a step-by-step approach, explain **Section 4 of the Innkeepers Act 1952** as regards to items deposited with the front desk for custody.

(7 marks)

Question 4

Julie was reading a newspaper and saw an advertisement below:



When she called, she was told that the tour packages were all sold out. Julie was furious and insisted that Vis Travel honour their promise. Advise Julie.

(10 marks)

Question 5

Madam Zie is a guest in Hotel May Wah. She was trying to close the window of the room when the window glass broken and injured her arm. The adhesive around the window pane was old and decayed, a defect that could have easily been ascertained by reasonable inspection. Discuss as to the liability of the hotel. (12 marks)

Question 6

State the applicable cancelation charges and / or refund in the following circumstances.

- a. Joy bought a tour package to Sydney from Magic Holidays for RM5,000.00. The departure date was 3 May. On 14 April she e-mail Magic Holidays to cancel her trip. (5 marks)
- b. Johnny booked a holiday to Hanoi for RM3,000.00 from Cheap Travels. His holiday was not a package tour as Johnny is adventurous and wanted to explore the city of Hanoi on his own. The departure date is on 1 July. On 1 June, he contacted Cheap Travels to cancel the booking. (5 marks)
- c. Anita booked a package tour to Japan for RM10,000.00 from Neko Holidays. The date of departure is 17 January. Two days before departure, Neko Holidays called Anita and informed her about the tour was cancelled. (5 marks)
- d. Melissa bought a holiday to Türkiye for RM15,000.00 from Golden Holidays. The departure date was 23 March 2023. In January 2023, Melissa was promoted by her employer as a Regional Manager and she became busier than ever. She could not possibly take time out to go on a holiday. She was so busy with her work and have forgotten to cancel the trip until five days before the departure date. (5 marks)

END OF PART A

PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 20 MARKS.
INSTRUCTION(S) : Answer ONLY TWO (2) questions. (40 marks)

Question 1

An innkeeper has a duty to provide accommodation for any “fit to received” traveler without prior contract to any traveler who seeks accommodation. However, this duty is not absolute.

Explain the following:

- a. The meaning of “fit to received” traveler;
- b. Situations which an innkeeper may refuse or exclude to accommodate a traveler; and
- c. Duty to provide service in a non-discriminatory manner.

(20 marks)

Question 2

Explain whether Joe is required by the law of contract to fulfil his promise in the following situations. You must support your answer with related provisions in the act as well as case(s).

- i. Joe promise to sell an expensive car to Tom for RM10.00.
- ii. Joe returns home and finds that Jack had cleaned his house and promised to pay RM50.00 for his work.
- iii. Joe promise to release Jim from a debt of RM500.00 if Jim pays him RM350.00.
- iv. Joe promised to take his son to a movie if he does his homework.

(20 marks)

Question 3

Boboy is a licensed tourist guide. He had worked for Mountain Holidays (MH) in Tioman Island for 3 years and 8 months. By May 2023, five serious complains had been filed against him by clients. The complained among other stated that Boboy was rude, unhelpful, selfish and dishonest. Just last week, a group of tour members complained to MH that at one destination, Boboy told the tour members to return to the bus at 2.00 pm but he did not appear until 3.30 pm. The itinerary was upset due to Boboy’s lateness. MH has given Boboy one month’s notice of termination but the employment contract was silent on this matter. Boboy was furious and seek your advice.

(20 marks)

END OF EXAM

APPENDIX (1)
CASE LIST

A

Aspatra Sdn. Bhd. v Bank Bumiputra Malaysia
[1988]MLJ 97

B

Brett v JS & His Wife(1600) 79 ER 9 & 7
Brown B Brant [1902] 1 KB 696

C

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256
Charles Grenier Sdn Bhd v Lau Wing Hong [1996]
3 MLJ 327
Chappell & Co Ltd v Nestle Co Ltd [1960]
Choo Tiong Hin & Ors Choo Hock Swee [1959]
MLJ 67
Chia Foon Tau v Lim Pey Lin [1998] 7 MLJ 762
Collins v Hertfordshire County Council [1947] KB
598
Constantine v Imperial London Hotels Ltd [1944]
2 ALL ER 171

D

Daiman Development Sdn Bhd v Mathew Lui
Chin Tech & Anor Appeal [1978] 2 MLJ 239 FC
Daimler Co. Ltd. v Continental Tyre & Rubber Co.
(GB) Ltd. [1916] 2 AC 307
DHN Food Distributors Ltd. v Tower Hamlets
London Borough Council [1976]3AllER462
Donoghue v Stevenson (1932) A.C. 562

E

Eckhardt Marine GMBH v Sheriff High Court of
Malaya, Seremban & Ors [2001] 4MLJ 49
Entores Ltd [1955] 2 QB 327

F

Felthouse v Bindley [1862] 10 WLR 423.

G

Gibbons v Proctor (1891) 64 LT 594
Gibson v Manchester City Council [1979] 1 All ER
972
Gilford Motors Co. v Horne [1933] Ch. 935
Gov. of Malaysia v Gurcharan Singh & Ors [1971]
1 MLJ 211

L

Lee Chin Kok v Jasmin Arunthuthu Allegakoen &
Ors [2000] 4 MLJ 481
Lim Chia Min v Cheah Sang Ngeow & Anor
Loh Kwan Moi & Ors v Ramli bin Jamil & Ors &
Government of Malaysia (1984) 1 MLJ 46

M

Murugesu v Nadarajah [1980] 2 MLJ 82
Mohori Bibee v Dhurmodas Ghose [1903] LLR 30
Cal. 539

N

Nash v Inman [1908] 2 KB 1

P

Pinnel's case (1602) 77 ER 237
Phang Swee Kim v Beh I Hock [1964] 383
Preston Corporation Sdn Bhd v Edward Leong &
Ors [1982] 2 MLJ22

Q

Queck Poh Guan (as administrator of The Estate
of Sit Kim Boo, deceased) v Quick Awang [1998] 3
MLJ 388

R

R v Clarke (1927) 40 CLR 227
Raffles v Wichelhaus (1864) 2 Hurl & C 906
Re Bugle Press Ltd. [1961] Ch.270
Re Tan Soh Sim & Ors v Tan Saw Keow [1951]
MLJ 21
Rothfield v North British Hotel [1920] SC805

S

Salomon v A. Salomon & Co. Ltd [1897] AC 22
Sathu v Hawthornden Rubber Estate Co Ltd
(1961) MLJ 318
Smith, Stone & Knight Ltd. v Birmingham
Corporation [1939]4 AllER 116

T

Tan Hee Juan v The Boon Keat [1934] MLJ 96
Tinn v Hoffman Co. [1873] 29 LT 271
Tesco Supermarkets Ltd. v Natrass [1972] AC
153
Trollope & Colls Ltd v Atomic Power

H

Ho Kam Phaw v Fam Sin Nin [1998] 3 CLJ 708

Hotel Jaya Puri Bhd. v National Union or Hotel,
Bar and Restaurant [1980] 1 MLJ 109

J

Jones v Lipman [1962] 1 WLR 832

K

Kam Mah Theatre Sdn Bhd v Tan Lay Soon

Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ
170

Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

Constructions Ltd [1962] 3 All ER 1035

W

Weatherby v Banham (1832) 5 C & P 228

Williams v Cawardine [1833] EWHC KB J44

Woon Yoke Lin v. United Estate Projects Berhad
[1998] 4 AMR 4052