



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) :

Course Code & Name : **LAW1323 LEGAL ASPECTS FOR HOSPITALITY AND TOURISM**
Trimester & Year : Sept to Dec 2021
Lecturer/Examiner : Rishindran Paramanathan
Duration : 2 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of 2 parts:
PART A (60 marks) : Answer all FOUR (4) short answer structured questions. Answers are to be written in the Answer Booklet provided.
PART B (40 marks) : Answer ONE (1) case study question. Answer is to be written in the Answer Booklet provided.
2. Candidates are not allowed to bring any unauthorised 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 (60 marks) Answer all FOUR (4) short answer structured questions supported with decided cases.
Answers are to be written in the Answer Booklet provided.**

1. (a) State the difference between “contract of service” and a “contract for services”.

(5 marks)

(b) Employers have a duty to provide a safe workplace with no hazards that could give rise to injury or death. Briefly explain the employer’s duties to provide a safe working environment and safety equipment for employees under the Occupational Health and Safety Act 1994.

(10 marks)
2. Explain **FIVE (5)** duties of an agent to the principal.

(15 marks)
3. (a) When a party files a suit claiming a breach of contract, the first question the judge must answer is whether a contract existed between the parties. State the essential elements to form a valid contract.

(10 marks)

(b) What are the (3) remedies available under the Law of Contract?

(5 marks)
4. In the event the employee’s response to the show cause letter is not satisfactory, the employer may consider convening a domestic inquiry.
What is the proper procedure conducting domestic inquiry?

(15 marks)

End of Part A

PART B (40 marks) Answer ONE (1) case study question supported with decided cases. Answer is to be written in the Answer Booklet provided.

Raju and Kamala set up a consultancy firm under the name of Expert Consultancy in June 2000. The partnership agreement clearly stated that the partnership shall remain for a ten year period. In December 2010, Kamala took a personal loan amounting to RM100,000 from Bank Business but failed to pay three installments. Kamala later assigned her interest in the firm to Bank Business. Raju was not happy with the assignment and gave a notice to Kamala for dissolution of the firm. Raju decided that if Kamala refused to accept the notice; he would apply for dissolution by a court order.

- a) Discuss the right of Kamala to assign her interest in Expert Consultancy to Bank Business. (15 marks)
- b) Discuss the ways for dissolution of a partnership. (10 marks)
- c) What are the grounds that Raju could use to apply for dissolution of partnership by way of court's order. (15marks)

End of Exam Paper