



**KOLEJ YAYASAN PELAJARAN JOHOR
FINAL EXAMINATION**

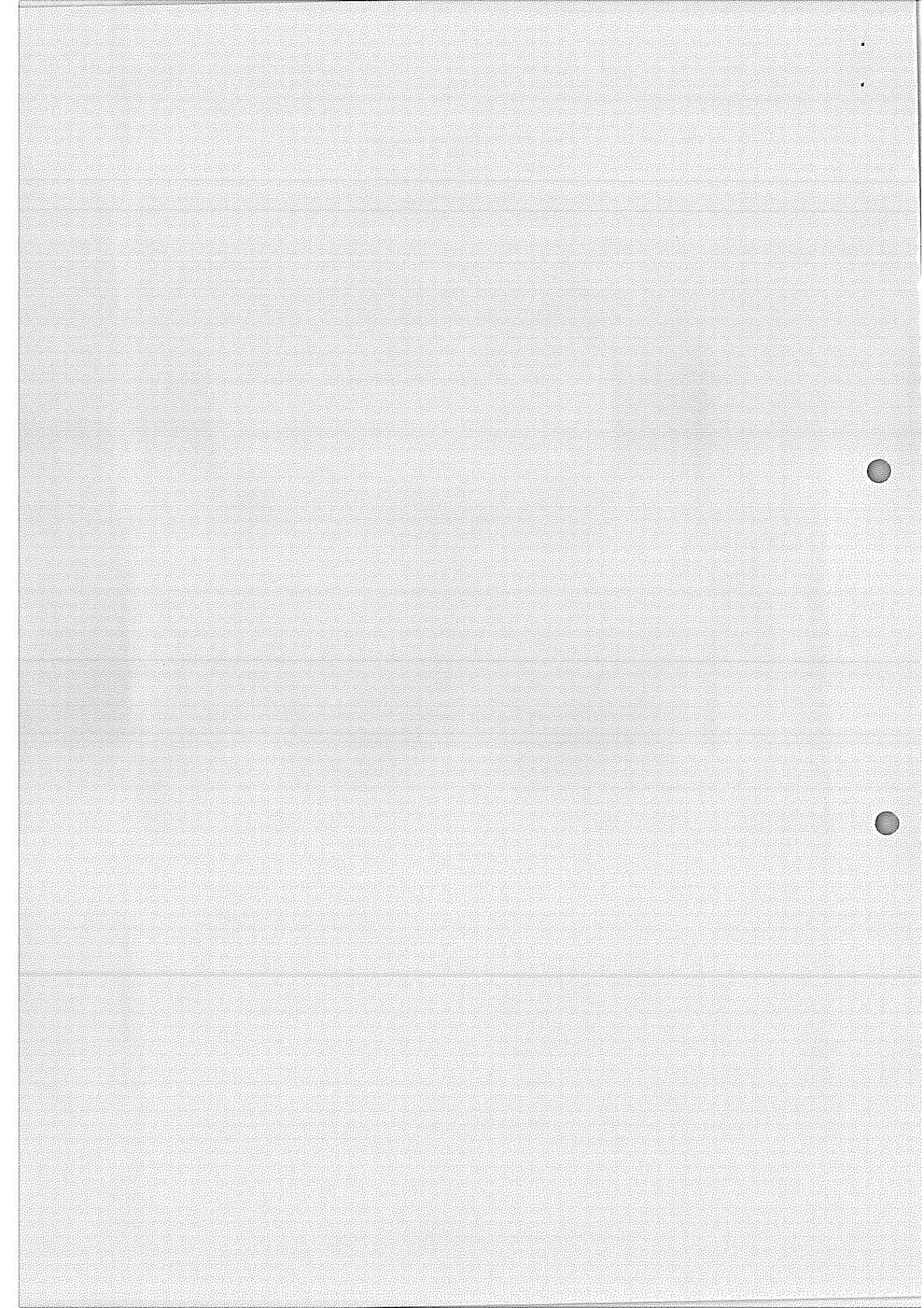
COURSE NAME : LEGAL ASPECTS IN HOSPITALITY INDUSTRY
COURSE CODE : DHM3123
EXAMINATION : JUNE 2023
DURATION : 3 HOURS

INSTRUCTION TO CANDIDATES

1. This examination paper consists of **TWO (2)** parts :
PART A (25 Marks)
PART B (75 Marks)
2. Answer **PART A** in the objective answer sheet and **PART B** in the answer booklet.
3. Candidates are not allowed to bring any material to examination room except with the permission from the invigilator.
4. Please check to make sure that this examination pack consist of:
 - i. Question Paper
 - ii. Objective Answer Sheet
 - iii. Answer Booklet

DO NOT TURN THIS PAGE UNTIL YOU ARE TOLD TO DO SO

This examination paper consists of 11 printed pages including front page



PART A

This part contains **TWENTY FIVE (25)** questions.

Answer **all** questions in the Objective Answer Sheet.

1. Unwritten law is mainly composed of
 - A rules of equity, customs and legislation.
 - B English law, judicial decisions and the customs.
 - C English law, Muslim law and subsidiary legislation.
 - D Muslim law, Ordinances, customs and English law.

2. Which of the following statement is TRUE?
 - A The highest court in Malaysia is the Supreme Court.
 - B The Sessions Court is the highest court in Malaysia.
 - C The High Court derives its powers from the Subordinate Courts Act, 1948.
 - D The First Class Magistrate has a civil jurisdiction to try all civil suits where the amount in dispute or the subject matter does not exceed RM100,000.

3. What is an invitation to treat?
 - A It is an acceptance to the offer.
 - B It is an offer capable of being accepted.
 - C It is an agreement between an offeror and offeree.
 - D preliminary communication at the stage of negotiation.

4. Mira found Siti's wallet and returned it to her. After returning the wallet, Mira saw the reward that Siti has put in the newspaper regarding her lost wallet. Can Mira claim the reward?
 - A Yes, because Mira has seen the reward.
 - B Yes, because Siti has made an offer to the world.
 - C No, because Siti has not promised to give Mira anything.
 - D No, because the offer has not been communicated to her.

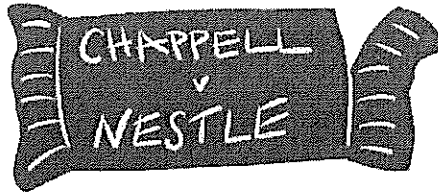
5. Mek agrees to sell to Man "a hundred tons of oil" for the price of RM25 per ton. There is nothing to indicate the type of oil that is intended.
- A The agreement is valid.
 - B The agreement is void for uncertainty.
 - C The agreement is voidable because it was made orally.
 - D The agreement is void as the consideration is inadequate.
6. Which of the following is NOT one of the modes of revocation of an offer according to Section 6 of the Contracts Act 1950?
- A The death or mental disorder of the proposer.
 - B The refusal of the promisor to perform his promise.
 - C The failure of the acceptor to fulfill a condition precedent to the acceptance.
 - D The communication of a notice of revocation by the proposer to the other party.
7. Mira found Siti's wallet and returned it to her. Siti promised to give Mira RM50. This concept is called
- A past consideration.
 - B executed consideration.
 - C executory consideration.
 - D adequacy of consideration.
8. Abu forced Meah into entering a contract with him by threatening to burn Meah's house. What is the effect of the contract?
- A Void
 - B Valid
 - C Illegal
 - D Voidable
9. A contract that is entered into by means of a mutual mistake is
- A void.
 - B valid.
 - C illegal.
 - D voidable.

10. Ahmad went to Econsave to buy a bottle of shampoo. He took the shampoo to the counter and handed the shampoo to the cashier to be paid. The cashier ran the shampoo through the scanner and Ahmad paid for the shampoo and walked out of the supermarket.

Decide the sequence that can be applied to the above transaction.

- i. Offer
- ii. Acceptance
- iii. Consideration
- iv. Invitation to treat

- A i, ii, iii, iv
- B ii, iv, i, iii
- C iv, i, ii, iii
- D iii, iv, ii, i



Picture 1

11. Which of the following concepts is illustrated by **Picture 1** above?
- A Consideration need not be adequate.
 - B Consideration can move from a third party.
 - C Past consideration is a good consideration.
 - D An agreement made on account of natural love and affection.

12. A booking contract issued by Sunset Travel and Tours contains the following clause in its Terms and Conditions.

"The company or its agents/employees shall not be deemed to give any guarantee, warranty or representation of any kind whatsoever in respect of the tour unless such guarantee, warranty or representation is expressly added as a special condition in writing by the company."

Based on your knowledge of the principles of contract, what is the effect of the clause?

- A The client has to bear his own risk.
 - B Only the company can give a representation to the client.
 - C The representation is only valid if it is reduced into writing.
 - D The representation cannot be included as part of the booking contract.
13. Which of the following concepts originated from the case of DONOGHUE v STEVENSON?
- A Strict liability
 - B The "but for" test
 - C Neighbour principle
 - D Novus actus interveniens
14. The concept of vicarious liability means that
- A the hotel owes a duty of care to the guest.
 - B the plaintiff owes a duty of care to avoid injuries to himself
 - C the employer is jointly and severally liable for the tort committed by the employee.
 - D the manufacturer of a product owes a duty of care to the people who uses that product.

15. A travel agent becomes an agent of the client instead of an agent of the tour operator when
- A the client purchases a package tour.
 - B the agent sells the tour packages issued by the tour operator.
 - C the agent is advising the client in choosing the appropriate package tour.
 - D the travel agent makes a booking contract on behalf of the tour operator.
16. Paul took his wife and two children for a holiday in Langkawi. The holiday failed to provide facilities and services as promised in the booking contract. Can Paul sue the travel agent for disappointment on behalf of his wife and children?
- A Yes, because they went on a holiday together.
 - B No, because the contract can only be enforced by Paul.
 - C No, because they were not a party to the booking contract.
 - D Yes, because the contract was made partly for their benefit.
17. Which of the following person can be classified as a travel agent?
- A Ahmad, who issues a license to Inbound Holiday Tours.
 - B Pear Travel and Tours that offers hiking and trekking package tours to Nepal.
 - C The travel institute that provides training and courses concerning tourism services.
 - D Petra who sells holiday packages and receives a commission from Inbound Holiday Tours.
18. Under Section 8(1) of the Tourism Industry Act 1992, a tour operator's license can be revoked when
- A the operator has complied with the provision of the Act.
 - B the operator has no sufficient assets to meet its liabilities.
 - C the operator has provided the commissioner with accurate information.
 - D the operator has never been convicted of any offence involving dishonesty or fraud.

19. Which of the following is included in the list of information that the travel company is required to submit to the Commissioner of Tourism under Section 15 of the Tourism Industry Act 1992?
- i Itineraries for inbound and outbound tour.
 - ii Names of full-time tourist guides only.
 - iii Details of any contract entered into with other tourism enterprises.
 - iv Registration numbers and particular of excursion vehicles used for any tour.
- A i, ii, iii
B ii, iii, iv
C i, iii, iv
D i, ii, iv
20. A person who entered a restricted area in the hotel is called a
- A guest.
 - B lodger.
 - C boarder.
 - D trespasser.
21. Which of the following is NOT included in the innkeeper's right of lien?
- A The right to sell the goods by public auction.
 - B The right to detain the property until the bill is paid in full.
 - C The right to keep all the proceeds from the sale of the guest's property.
 - D The right to detain all items of property which appears to belong to the guest.

22. Ahmad and his family went to J & J Restaurant for the breaking of fast during Ramadhan. The restaurant had displayed a banner which contain the following words, "*HAPPY BREAKING FAST RAMADHAN BUFFET*". While they were there, they discovered that the restaurant served alcoholic drinks to its non-muslim customers. The restaurant had committed an offence under
- A paragraph 8(b) of the Definition of Halal Order.
 - B paragraph 5(1) of the Definition of Halal Order.
 - C paragraph 4(1) of the Definition of Halal Order.
 - D paragraph 4(a) of the Definition of Halal Order.
23. Baya Sdn. Bhd. is a producer of imported fish products. The company did not think that it needed to apply for a halal certification since fish could not possibly be non-halal. Baya Sdn. Bhd. applied the halal logo on all its products. Did Baya Sdn. Bhd. contravene any of the provisions in the Definition of Halal Order?
- A No, because fish in general is halal.
 - B Yes, because the fish is imported from overseas.
 - C No, because Baya had applied the halal logo on all its products.
 - D Yes, because some of the ingredients used may render the end product non-halal.
24. The following situations highlight the breach of condition under the Sale of Goods Act 1957 EXCEPT
- A Sandy bought a red Myvi but was given a yellow Myvi instead.
 - B Pena bought a new Proton Persona from a dealer and the car broke down a week later.
 - C John bought a car from Hamid and he discovered that the car had been stolen from Merchantile Credits.
 - D Salmi bought a chocolate bun from a bakery and she contracted food poisoning after consuming the bun.

25. Which of the following can be considered as “goods” under the Sale of Goods Act 1957?
- A A bungalow situated on top of a hill.
 - B Money worth RM5000 on top of a table.
 - C A blue dress hanging in a shop window.
 - D Ripe mangoes hanging from a mango tree waiting to be picked.

[25 MARKS]

PART B

This part contains **THREE (3)** questions.

Answer **ALL** questions in the Answer Booklet.

QUESTION 1

(a) Discuss the rights of an innkeeper.

(15 marks)

(b) Bradley, who uses a wheelchair to move, arrived at Heavenly Hotel. However, he was refused accommodation because the manager on duty claimed that Heavenly Hotel was not "wheelchair-friendly". The manager directed Bradley to another hotel under the same management.

(15 marks)

QUESTION 2

(a) The Ministry of Health can appoint authorised officers to enforce the Food Act. These authorised officers granted extensive powers under Section 4 of the Food Act 1983. Discuss the powers of these authorised officers.

(15 marks)

(b) Sunair Holidays Ltd had issued a brochure advertising packaged holidays in Spain. It had a contract with the hotel in Spain under which that the hotel is required to supply rooms fitting the description in the brochure. Mr. Dodds had bought the packaged holidays and when he arrived at the hotel, he was given a room which did not correspond with the description in the brochure. Mr. Dodds wants to sue Sunair Holidays for damages. Advise Sunair Holidays.

(15 marks)

QUESTION 3

Discuss the occupier's liability in the cases below.

- (a) Campbell was a guest at Rochester Hotel. A fire broke out and he tried to escape but the hotel had no emergency exit. He had to jump from the second floor of the building and was injured. Advise Rochester Hotel.

(5 marks)

- (b) Hamid was a meter reader with Syarikat Air Johor (SAJ). He went into Rochester Hotel and was told that the water meter was in the basement. The basement was dark because the lightbulbs had shorted out the day before and had not been replaced. Hamid fell down the stairs and injured his leg.

(5 marks)

- (c) Mimi stayed at Rochester Hotel during the holidays. While exploring the hotel, she saw a small building at the back of the hotel with a notice on the door which stated, "Storeroom. Authorised personnel only." She went into the room and accidentally tripped on a broken table.

(5 marks)

[75 MARKS]

--END OF QUESTION PAPER--



