



# ICM

JUNE 2016

HOTEL & CATERING LAW

**Instructions to candidates:**

- a) Time allowed: Three hours (plus an extra ten minutes' reading time at the start – do not write anything during this time)
  - b) Answer any FIVE questions
  - c) All questions carry equal marks. Marks for each question are shown in [ ]
  - d) Cite principles of law, common law, statute law and cases with a synopsis of their facts and ratios. Extra marks will be awarded for relevant cases cited
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1. The duties of a hotel manager are conducted under the process of law, and a basic understanding of the principles of law is necessary.
    - a) Distinguish between common law and statute law.
    - b) Compare the appeal structure in criminal cases between an appeal on law only and an appeal against conviction or sentence.
    - c) Outline the civil court structure for dealing with liability in tort for the sale of food and drink.
    - d) Explain the '**ratio decidendi**' of a case. [20]
  
  2. Before a new hotel or catering business can be opened, a number of factors will need to be considered. Critically examine major decisions that will be made during the planning and development stages of a new catering enterprise. [20]
  
  3. The need for security in a hotel raises a range of varied issues.
    - a) Discuss contractual licence conditions that may apply when an employee 'lives in'. [10]
    - b) Discuss issues that need to be considered when developing a security policy. [10]
  
  4. In addition to contractual law, when guests make a booking they are also afforded protection under the provision of consumer legislation.
    - a) Explain what is meant by **conditions, warranties** and **exclusion clauses**. [10]
    - b) William booked a week's holiday for his family at the Bijou Hotel and paid a deposit using his credit card. In the hotel reception, William saw a notice which stated: 'All guests stay at their own risk regardless of any injury however caused and all guests' property is at their own risk'. William took little interest in the notice.
      - i On the third night of their stay a burglar entered William's room and stole his wife's expensive gown and diamond rings. On his way out, the burglar, who was a member of staff, hit William's daughter. On what grounds may William, his wife and child sue the hotel? [8]
      - ii What defences, if any, does the hotel have? [2]
  
  5. A contract for the provision of service between a hotelier and a guest may be defined as a legally binding agreement between the two parties.
    - a) Define **freedom of contract**. [5]
    - b) State reasons why a restaurateur may lawfully refuse service to a customer. [10]
    - c) Differentiate between express terms and implied terms. [5]
  
  6. Licensing legislation has been introduced to regulate the sale and supply of alcohol.
    - a) Discuss **permitted hours**.
    - b) List persons to whom alcohol must not be sold.
    - c) Explain the legal position regarding the sale of draught beer.
    - d) Identify licenses required for playing background music in a restaurant. [5 each]

*continued overleaf*

7. It is the legal right of every employee to receive a written statement of the terms and conditions of their employment.
- a) Compile a list of contents you would expect to include in a contract of employment. [10]
  - b) Explain the legal position in respect of a waitress who has been dismissed for refusing to carry out duties which reasonably fell within the scope of her capabilities, and who is now claiming redundancy. [10]
8. One of the principal functions of a trade union is the negotiation of wages and conditions of employment.
- a) Identify the ways in which an employer may voluntarily demonstrate his or her recognition of a trade union. [5]
  - b) Discuss statutory obligations that are imposed upon a trade union. [5]
  - c) Examine a trade union member's rights in relation to the union. [10]