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Question no 01

What is the Civil Rights Act of 1964? Which four places covered by this act and which are not? Explain briefly.

Answer to the question no:01

The civil rights act of 1964

Against this backdrop Congress passed 'the historic Civil Rights Act of 1964 (hereafter "the Act"). Civil rights are the personal rights that derive primarily from the Constitution. These include freedom of speech, freedom of contract, privacy, and due process, to name a few. The Act as originally passed outlawed discrimination on the basis of race, color, religion, and national origin in most states were very jealous of a strong central government. The founding fathers had bad experiences under England's autocratic rule in mind when they crafted the Constitution, so they gave a great deal of lawmaking authority to the states. The only powers given to the federal government were specifically listed in the Constitution. These powers are called the "delegated powers." Congress, the legislative body of the federal government, can pass laws that address delegated powers only. One of these areas of authority designated for Congress is interstate commerce—that is, business done people or companies from two or more states. Thus, Congress can pass laws dealing with interstate commerce; it does not have the authority to outlaw discrimination in businesses that are purely local. Those establishments are governed by state or local law.

Under the Civil Rights Act of 1964, segregation on the grounds of race, religion or national origin was banned at all places of public accommodation, including courthouses, parks, restaurants, theaters, sports arenas and hotels. No longer could Black people and other minorities be denied service simply based on the color of their skin.

It banned discriminatory practices in employment and ended segregation in public places such as swimming pools, libraries, and public schools.

Passage of the act was not easy, however. Opposition in the House of Representatives bottled up the bill in the House Rules Committee. In the Senate, Southern Democratic opponents attempted to talk the bill to death in a filibuster. In early 1964, House supporters overcame the Rules Committee obstacle by threatening to send the bill to the floor without committee approval. The Senate filibuster was overcome through the floor leadership of Senator Hubert Humphrey of Minnesota, the considerable support of President Lyndon Johnson, and the efforts of Senate Minority Leader Everett Dirksen of Illinois, who convinced enough Republicans to support the bill over Democratic opposition. When the compromise bill was finally put to a vote in the Senate, it passed 73 to 27. It was noted in the Congressional Record that applause broke out in the Senate galleries.

Hotels

most of the guests at a hotel are travelers and some will undoubtedly be from out of state. -thus, hotels normally satisfy the requirement of affecting interstate commerce.

Restaurants

A restaurant interstate commerce if it serves interstate travelers or if a substantial portion of the food it serves was transported from out of state.

Lodging for Transients

Overnight accommodations covered by the Act include, 'any inn, hotel, motel, or other establishment which provides lodging to transient guests.' Court decisions have determined that the following establishments are included: places that rent rooms not only by the night but also weekly YMCAs, trailer: parks that rent to short-term guests, and cottages at beach resorts. Transients are people passing through by a place for only a brief stay or sojourn.

Dining facilities

The dining facilities covered by the Act are "any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, or other facility principally in selling food for consumption on the premises if its operation affects [interstate] commerce." Court decisions have determined that the following establishments are included: drive-in restaurants, retail-store lunch counters, sandwich shops, lunch counters at golf courses, food facilities at hospitals, and similar establishments. On the other hand, a food store such as 7-11, which sells ready-to-eat food but does not provide facilities for on-premises consumption, is not covered by the Act.

Places of entertainment

The act prohibits discrimination in 'any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment' that 'affects commerce.' The catch all phrase 'places of entertainment' includes both establishment that present shows for viewing by an audience, such as an auditorium staging a rock concert, and establishments that provide recreational or other activities in which patrons actively participate, such as bowling alleys. Also included are health spas, golf clubs and beach clubs.

Question no 02 (a)

Define contract. Briefly explain the elements of contract.

Answer to the question no:02 (a)

A **contract** is an agreement that specifies certain legally enforceable rights and obligations pertaining to two or more mutually agreeing parties. A contract typically involves the transfer

of goods, services, money, or a promise to transfer any of those at a future date. In the event of a breach of contract, the injured party may seek judicial remedies such as damages or rescission. A binding agreement between actors in international law is known as a treaty.

Examples of the contracts include the following:

-A hotel agrees to buy new furniture for its lobby in exchange agrees to pay a specified price.

-A guest agrees to rent a room for a weekend and pay the quoted rate. In exchange, the hotel agrees to reserve the room for the guest and not rent it to anyone else.

Failure to perform the terms of a contract constitutes breach of contract, which in turn results in liability. In a case involving the purchase of a sports bar and restaurant called "Cheerleaders," sellers helped to finance the purchase; in other words, buyers borrowed money for the transaction from the sellers, giving promissory notes for payment of the debt. The buyers had no experience or training in the restaurant/bar industry and were unable to operate the facility profitably. Eventually buyers closed the eatery and stopped paying on the promissory notes they had issued the seller. Although the restaurant failed, the contractual obligation to pay the debt remained in effect. Remember the definition of a contract—an agreement between two or more people that is enforceable in court.

A contract can be in writing and signed, or it can be oral. It can even be implied, which means it can come into existence without a word ever being written or spoken. For example, on your way to an 8:00 A.M. class you stop at the cleaners with a pair of slacks: You are in a hurry to get to class, and the attendant is in the back of the store reading the morning paper. He hears you enter and looks up. You put the slacks on the counter and wave. He waves back and resumes reading. The two of you have not exchanged a word; nevertheless, a contract exists obligating the cleaning company to clean your slacks and obligating you to pay the going rate.

contracts can also be created on the Internet. Cyberspace is an increasingly popular forum for the development of business agreements.

The elements of contract

Regardless of whether the contract is written, oral, or implied certain essential elements must exist for the contract to be valid, meaning enforceable in court. These elements are

- contractual capacity
- mutuality
- legality
- consideration
- proper form
- genuine assent

Capacity to contract

For the valid contract, the parties must have legal capacity to contract that is, the ability both to understand the terms of the contract and appreciate that failure to perform its terms can lead to legal liability, including a lawsuit. According to law the following groups of people lack contractual capacity: minors (people under age 18 in some states, under 19 or 21 in others); the very intoxicated; and the mentally incompetent. Their contracts are voidable.

A voidable contract is one that may be canceled at the option of one party (in this case, the person with the disability). This right to cancel, also called the right - to avoid or disaffirm, applies while the disability exists and for a reasonable time after it disappears—that is, after the minor reaches 18 (or 19 or 21 depending on the state), the very intoxicated person becomes sober, or the mentally incompetent person becomes competent. Thus, a 17 -year-old girl who purchases a car can return it if she changes her mind about the purchase within certain time limits. She can do so anytime before she turns 18 and for a reasonable period of time thereafter. Depending on the state, she will receive a refund of all or some of the price she paid. The explanation for allowing a reasonable-time after removal of the disability is to permit the previously incapacitated person to rethink the appropriateness of a contract with the benefit of new-found capability.

Mutuality: offer and acceptance

Mutuality means that all parties to the contract are interested in its terms and intend to enter an agreement to which they will be legally bound. Mutuality is sometimes called a meeting of the minds. Mutuality is established by one party making an offer and the other party accepting that offer.

An offer is a proposal to do or give something of value in exchange for something else. For example, ‘we have a room we can provide to you for the night for \$65’ or ‘we can cater your dinner party for fifteen people with the menu you requested for \$25 per person.’ An offeror is the person who makes an offer an offeree is the person to whom the offer is made.

Legality

To be enforceable, a contract must have a legal objective. If what the parties obligate themselves to do is illegal, the contract is not just voidable but rather void. A void contract is one that is unenforceable in court. For example, it is illegal for competing hotels to agree among themselves to each charge a specified amount for a room in exchange for the others agreeing to charge the same amount, and it is likewise illegal for competing restaurants to agree to charge the same price for meals. This is called price-fixing and violates antitrust laws, laws that restrict limitations on competition, because such agreements guarantee that competitors will not undersell each other and deprive consumers of the benefits of competition. If one hotel that is a party to such a contract-deviates from the agreed price and the other hotels attempt to sue for the first hotel's failure to abide by the contract, the court will summarily dismiss the case without hearing the merits because the contract is illegal and therefore void.

Consideration

For an agreement to be binding and enforceable in court there must be consideration. The word consideration, as used in the legal sense, means something quite different from the definition of consideration in normal parlance. In connection with contracts, consideration means something of value exchanged for something else of value. For example, a guest in a hotel gives the innkeeper money and in return receives the right to occupy a room. The consideration for the hotel's providing the room is the guest's money.

Proper form

Is an oral contract enforceable. The general rule is yes, oral contracts are enforceable. Such contracts may, however, be difficult to prove. For example, Mrs. Gordon called the Townhouse Hotel and made a reservation for the following weekend. In contract terms, she agreed to pay for a room in consideration of the hotel agreeing to reserve one for her use and to make it available to her on the specified dates. Neither the hotel nor Mrs. Gordon reduced the contract to writing. Nevertheless, the contract is valid and enforceable. If, when Mrs. Gordon arrives at the hotel, the reservation clerk informs her that the hotel has no available rooms, the hotel will be liable to Mrs. Gordon for breach of contract. The fact that the contract was not in writing is of no consequence.

Now assume a different set of facts. Mrs. Gordon arrives at the hotel and requests her room. The hotel not only has no room for her but denies ever making a reservation in her name. Despite Mrs. Gordon's protests, the hotel holds firm to its position. In this situation Mrs. Gordon will have a difficult time proving the hotel agreed to reserve a room for her. As this scenario indicates, a good practice is to put all contracts in writing and thereby avoid the "proof problem." But an oral contract is enforceable if it can be proved.

Genuine assent

Another requirement for a valid contract is genuine assent, meaning that the parties must genuinely agree to the contract terms. If for example, one party enters a contract, not because he truly consents to its terms, but because he was subjected to duress (threats of harm if he did not sign), the contract is voidable and can be disaffirmed by the party who was threatened.

Question no 02 (b)

Which subject should be addressed in a catering and convention contract.

Answer to the question no:02 (b)

Restaurants and hotels should exercise great care when entering a catering contract to ensure the parties are in agreement on all the terms. Mistakes made at banquets or other catered affairs can cause very unhappy customers.

Leaving any of these terms undecided or unclear can result in a displeased patron, lost opportunity for repeat business, and a lawsuit for breach of contract.

By putting the agreement restaurant in writing is protected and including in it the parties' understandings on all terms, the restaurant is protected against unjustified complaints from the customer.

if, for example, the customer complains because no ham is included on the cold-cut trays and the restaurant customer can point to a contract provision that lists the meats to be included and ham is not among them, the customer cannot reasonably continue to complain. The written contract goes a long way to ensuring a successful event, goodwill with the patron, and avoidance of litigation.

Another type of contract that requires much planning and involves many details is a convention contract—that is a contract between an organization planning conference and the hotel at which the conference will be held. Typically conversation held at hotels are annual gatherings of an organization's members who come from a wide geographical area. The organization might be a professional association such as accountants, or a group with a common interest such as religion, athletics or a hobby.

Catering contract

The following subjects should be addressed in a catering contract:

1. Names and addresses of the restaurant and the customer.
2. The date and the affair.
3. The location at which the food will be served. If in the restaurant, the time limit on the use of the room, if any.
4. The shape and arrangement of the tables.
5. The types of flatware to be used—paper plates, china, or other types.
6. If the location is away from the restaurant, whose dishes will be used—the restaurants or the customer's?
7. The types of service ordered.
8. The menu in its entirety.
9. If hours d'oeuvre are ordered, whether they will be served on a table, carried by servers, or a combination of both.
10. Will the restaurant provide bartenders, and if so, how many?
11. Decorations, color scheme, and theme.
12. Arrangements for a head table, if applicable.

13. Attire to serve.
14. Any other terms relevant to the particular event.

The service offered to conventioners by a hotel are many and varied. In addition to rooms, they can include food, banquet facilities, recreational facilities, entertainment, meeting rooms, presentation equipment such as overhead projectors, and tourist information about the area. The particular services to be at a given convention are subject to agreement between the sponsoring organization and the hotel. Some conventions are elaborate affairs while others are low-cost operations. The hotel and the association must discuss what services the organization desires and can afford, and what services the hotel is willing and able to provide. Customarily, a representative from the organization will negotiate with hotel on these matters.

Convention contract

The following subjects should be addressed in a convention contract:

1. The name and address of the hotel, organization, and person, authorized to act on behalf of the organizations.
2. The dates of the convention.
3. The number of guests rooms the hotel will hold for the organizations members and whether the association will be liable if all the reserved rooms are not rented by members.
4. The type of the rooms (luxury, medium-priced, budget)
5. The location of the rooms.
6. The deadline for convention goers to make reservations.
7. The method for convention- goers to reserve rooms.
8. Check-in the check-out procedures.
9. Number and location of meeting and exhibit rooms.
10. The arrangements of tables/ or chairs in meeting rooms.
11. The type of equipment to be provided in meeting rooms.
12. Cancellation deadline and terms.

Question no 03

Briefly explain the duty owed guests in hotel rooms, public areas, swimming areas and restaurant.

Answer to the question no:03

The duty owed guests in hotel rooms

Numerous circumstances in guest rooms can lead to liability if a hotel fails to exercise reasonable care. These circumstances include the level of cleanliness, the condition of the furniture, windows, lighting and heating, bathroom appliances, and the presence of insects or animals.

Cleanliness of Hotel Rooms

Guests expect a clean room when they register. If a guest room is not cleaned well, liability can result.

Beds, Chairs, and other seats

Like the hotel room if bed, chair, and other seats in the room is not cleaned, broken and if the broken things injure guest, liability can result. For this the hotel must regularly inspect the furniture and discard any that is no longer suitable. Failure to do so will result in liability.

Windows, Window Fixtures, and Screens

The same duty to inspect for defects and remedy them exists in regard to windows and screens. If the defect window hurt guest or a window shade fell on a guest and injured guest, resulting in the application of res-isa loquitur and liability on the hotel.

Electrical and Heating Hazards

Electrical and heating devices must be maintained in good working order. Failure to furnish safe heating can result in an injured guest recovering damages.

Insects or Animals

The duty of reasonable care owed by hotels and restaurants to their customers applies also to injuries from animals or insects. If a guest is injured by an animal or insect and the hotel or restaurant's negligence led to its presence, liability will result.

Duty owed guests and others in public areas

This section deals with a hotel's public areas, such as the lobby, stairs, elevators, bars, doors and dining rooms. These cases also apply to restaurants, most areas of which are public.

Lobby

Because the lobby is the most frequently used public area of the hotel, special precautions should be taken. Frequent and regular inspections should be made to ensure the walkways are not

blocked by suitcases or similar items, the rugs have no bumps or holes on which people might trip and fall, the furniture is in good condition and able to hold anticipated weight, no intruders are bothering guests, debris is picked up and everything else is generally in good order. When hotel employees are repairing or cleaning the lobby floors or furniture, they should place barriers around the work area to protect invitees from related harm.

Elevator

Elevators are an indispensable part of most hotels. Guest rooms are usually located on upper floors. Hotels often position restaurants and bars above the lower floors to take advantage of the view or for efficiency of space utilization. As a result elevators are in great demand and accidents occasionally occur. The type of accidents range from failing to level the elevator with the floor when a guest is exiting, to malfunctioning elevators that plunge down the shaft out of control.

Doors

The duty of restaurateurs and innkeepers to exercise reasonable, ordinary due care to keep the premises reasonably safe also applies to doors. Development of and adherence to a maintenance plan can save a hospitality facility from liability. A plaintiff in the ladies room of a Pizza Hut was struck in the head and upper body by a door to a stall that came off its hinges as she pulled it toward her to close it. The eatery sought summary judgment, claiming that the plaintiff could not establish that it had actual or constructive notice of the defective condition of the door. Said the court, Pizza Hut "failed to demonstrate reasonable maintenance of the bathroom facility" and thus failed to establish a lack of constructive notice of the unsafe condition of the door.

Hallways

Hallways are often heavily traveled. Improper maintenance of these spaces can result in liability for negligence. An alert manager will inspect to ensure they are properly cleaned, warning signs are utilized during repairs and cleaning, and rugs are free from holes.

A hole in the rug can trap a shoe heel and result in someone falling. A bulge in a carpet can easily lead to a trip-and-fall accident resulting in injuries and liability.

Is a casino liable when a guest is hurt from a fall in a hallway caused by overcrowding? A plaintiff was walking through a crowded walkway in the midst of numerous gaming tables. Unexpectedly, someone extended his leg and the plaintiff tripped over it. She sued the casino for failing to safely manage the crowds. The court, holding for the casino, differentiated between the facts of this case and a circumstance in which there is only one available route and it is congested. In the latter circumstance, the premises owner may be liable if it fails to protect the customer. However, in a more open setting such as a restaurant, casino, or mall where many hallways and aisles exist, the patron has some responsibility to ensure a safe route. Said the court, "[Any one avenue of travel available to a customer may at any moment become temporarily congested so as to require the patron to change his route or to slow his movement to

the point of stopping altogether as a precaution against unexpected collisions with other customers." The plaintiff thus lost the case.

Duty owed guests in Restaurants

Restaurants and hotels with restaurants have a duty to exercise reasonable care to avoid conditions relevant to restaurants that can result in injury those conditions include slippery floors, foreign substances on floors, overcrowding of tables and chairs, hanging mirrors, and flambe dishes.

Slippery floors

Accidents caused by slippery floors are not infrequent in dining rooms, banquet halls, and bars.

Highly polished and waxed floors are the cause of many slippery floor cases.

Some floor materials are inherently slippery, such as marble. Use of these materials does not create liability when a patron trips on them unless the floor was improperly constructed or is out of repair.

Foreign substance on the floor

Many slippery floor accidents in a dining room, restaurant, or snack bar result from a foreign substance on the floor. As with all negligence case, the restaurant is not liable unless it failed to exercise reasonable care.

Duty owed guests in Swimming Areas

Countless millions of Americans swim, and many hotels and motels have pools or breach area. A swimming pool presents hoteliers with a difficult dilemma) It helps to attract business, but it has high maintenance, energy, and labor costs and it exposes the hotel to another area of potential liability. Many states regulate swimming pools extensively. These requirements relate to lifeguards, required safety equipment, chemicals used for sanitation, maintenance of the pool. Failure to abide by these laws can result in liability for pool accidents based on negligence per se. Likewise, negligence in tending to a pool or waterfront area can lead to liability.

Swimming-pool accidents can be caused by wet floors, unsafe diving boards, inadequate safety equipment, horseplay, inadequate supervision, and a variety of other factors.

Exercise Reasonable care

Consistent with general principles of negligence, a hotel is not an insurer of guest safety in and around a hotel pool. The hotel is only liable if it fails to exercise reasonable care.

Remove Hazards

A hotel may be liable for leaving maintenance equipment in the vicinity of the pool. The owners permitted pool cleaning equipment, including large, heavy floats, to remain beside the pool.

Safety Equipment

Hotels with pools must maintain necessary safety equipment to rescue a swimmer experiencing difficulty in remaining afloat. A hotel was found liable for a guest drowning.

Question no 04

Who qualifies as a guest? Explain the termination of a guest- innkeeper relationship.

Answer to the question no:04

Who qualifies as a guest

For a person visiting an inn to qualify as a guest, the visit must be or the primary purpose for which an inn operates—rental of rooms suitable for overnight stay. As a general rule, people are not guests unless they require overnight accommodations. People who register at the hotel for rooms are guest. People the hotel for some other reason do not qualify. For example, a passerby who enters the hotel to shop in a lobby store is not a guest. A person who comes to the hotel for the sole purpose of attending a banquet or reception and does not register for a room is likewise not a guest. Similarly, a person attending a seminar at a hotel who does not register for a room is not a guest.

In the following case, a patron in a hotel cocktail lounge who was not registered guest in the hotel claimed he was shortchanged by the waiter, and then "was insulted, humiliated, and embarrassed. The liability of the hotel turned on whether the patron qualified as a guest. A hotel but not a restaurant owes a legal duty to treat its customers respectfully and without insult. The hotel in this case will be liable if the patron is a guest, it will not be liable if he is not a guest. As you read this case, you should be able to anticipate how the court ruled.

The termination of a guest- innkeeper relationship

Guests are allowed a reasonable time after vacating the room to remove their luggage and check

The innkeeper-guest relationship ends when any of the following occurs:

1. The contracted time for the room has elapsed and it has not been extended
2. The bill is not paid when due
3. Proper notice is given to vacate the hotel
4. A reasonable amount of time has passed since checkout
5. The bill has been settled and paid.

out of the hotel, during which they continue to qualify as guests. The length of this period (one-half hour, one hour, or longer) depends on the facts of each case.

