

Victoria University Of Bangladesh

Course title ~ TMGT 225

Bachelor of Tourism & Hotel Management

Submitted By ~ Hospitality Law

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Batch - 53

Program - BTHM

1.

The Civil Rights Act of 1964 is a landmark legislation in the United States that aimed to end racial segregation and discrimination in various aspects of American society. It was signed into law by President Lyndon B. Johnson on July 2, 1964.

The act prohibits discrimination based on race, color, religion, sex, or national origin in several areas, including employment, public accommodations, education, and federally funded programs. It is considered one of the most important civil rights laws in U.S. history and played a significant role in advancing equal rights and opportunities for marginalized groups.

The act covers four main areas:

Employment: The Civil Rights Act of 1964 prohibits employment discrimination based on race, color, religion, sex, or national origin. It established the Equal Employment Opportunity Commission (EEOC) to investigate complaints of workplace discrimination and enforce the law.

Public Accommodations: The act prohibits discrimination in public accommodations, such as hotels, restaurants, theaters, and other establishments open to the public. It ensures that individuals are not denied

access to or treated unfairly in these places based on their race, color, religion, or national origin.

Education: The act prohibits discrimination based on race, color, religion, sex, or national origin in public schools and other educational institutions. It aimed to end segregation in schools and ensure equal educational opportunities for all students.

Federally Funded Programs: The act prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. This provision ensures that federally funded programs are accessible to all individuals without discrimination.

However, the Civil Rights Act of 1964 does not explicitly cover discrimination based on sex in areas other than employment. It was not until subsequent legislation, such as the Title IX of the Education Amendments of 1972, that sex discrimination was addressed in educational institutions. Additionally, the act does not provide explicit protections against discrimination based on sexual orientation or gender identity, as these were not recognized or included in the law at the time of its enactment.

2.

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A contract is a legally binding agreement between two or more parties that establishes their rights and obligations. It is a formal document or an oral agreement that outlines the terms and conditions agreed upon by the parties involved. Contracts are an essential part of business and legal transactions and provide a framework for ensuring that parties fulfill their promises and expectations.

The elements of a contract typically include:

Offer: An offer is a proposal made by one party to another, expressing a willingness to enter into a contract. It must be clear, definite, and communicated to the other party.

Acceptance: Acceptance is the agreement by the other party to the terms of the offer. It must be unambiguous and in response to the offer. Once the acceptance is communicated, it forms a binding contract.

Consideration: Consideration refers to something of value exchanged between the parties as part of the contract. It can be money, goods, services, or a promise to do or refrain from doing something. Consideration is an essential element, as it distinguishes a contract from a gift.

Intention to create legal relations: For a contract to be valid, there must be an intention by the parties to create a legally binding relationship. Agreements made in a social or domestic context may not have this intention, but commercial and business agreements generally do.

Capacity: The parties entering into a contract must have the legal capacity to do so. This means they must be of legal age and sound mind. Minors, individuals under the influence of drugs or alcohol, or those with mental incapacity may lack the capacity to enter into a contract.

Consent: Consent refers to the voluntary agreement of the parties without any undue influence, fraud, misrepresentation, or duress. All parties must understand and freely agree to the terms of the contract.

Legality: The contract's purpose and the obligations it imposes must be legal and not contrary to public policy. Contracts that involve illegal activities or violate laws are unenforceable.

These elements collectively form the foundation of a contract. It's important to note that specific contracts may have additional requirements or elements based on the nature of the agreement and applicable laws. Consulting with a legal professional is recommended to ensure compliance

with relevant legal requirements and to draft contracts that best protect the interests of the parties involved.

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When drafting a catering and convention contract, it is important to address several key subjects to ensure that all parties involved have a clear understanding of their rights, obligations, and expectations. Here are some subjects that should be addressed in a catering and convention contract:

Event Details: Provide a detailed description of the event, including the date, time, duration, location, and specific event requirements.

Services Provided: Specify the services to be provided by the caterer or convention center, such as catering, food and beverage arrangements, audiovisual equipment, room setup, staff, etc.

Menu and Dietary Requirements: Outline the menu options, including specific dishes, beverages, dietary restrictions, and any special requests. Include details about meal timings, breaks, and refreshments.

Pricing and Payment Terms: Clearly state the agreed-upon pricing structure, including the total cost, any deposits or advance payments required, payment schedule, and accepted methods of payment. Also, mention if there are any additional charges, such as service fees, taxes, or gratuities.

Cancellation and Refund Policy: Define the terms and conditions for cancellation by either party, including any penalties or refund policies. Specify any deadlines or notice periods required for cancellation or changes to the event.

Liability and Insurance: Address liability issues and outline the responsibilities of each party in case of loss, damage, or injury. Specify the

insurance requirements, such as liability insurance coverage, and indicate who will be responsible for obtaining the necessary insurance.

Indemnification: Include a clause that outlines the indemnification of the parties involved, specifying that they will hold each other harmless from any claims, damages, or liabilities arising from the event.

Force Majeure: Define how unforeseen events or circumstances beyond the control of either party (e.g., natural disasters, strikes, or government regulations) will be handled and whether any modifications or cancellations will be permitted.

Termination: Clarify the circumstances under which either party can terminate the contract and the associated procedures or penalties.

Confidentiality: Include a clause that addresses the confidentiality of information shared between the parties during the course of the contract.

Governing Law and Dispute Resolution: Specify the governing law that will apply to the contract and the jurisdiction for resolving any disputes, whether through negotiation, mediation, or arbitration.

It is important to note that this list is not exhaustive, and additional provisions may be necessary depending on the specific requirements and expectations of the catering and convention arrangement. Engaging the services of a legal professional experienced in contract law is advisable to ensure that the contract covers all essential elements and protects the interests of all parties involved.

3.

The duty owed to guests in various areas of a hotel, such as hotel rooms, public areas, swimming areas, and restaurants, generally falls under the legal concept of "duty of care." This duty is the responsibility of the hotel or

establishment to ensure the safety and well-being of their guests. Here's a brief explanation of the duty owed in each of these areas:

Hotel Rooms: Hotels have a duty to provide reasonably safe and secure accommodations for their guests. This includes ensuring that the rooms are properly maintained, clean, and free from hazards. Hotel rooms should have functioning locks, proper lighting, and appropriate fire safety measures. The duty also extends to ensuring the privacy and confidentiality of the guests.

Public Areas: Public areas in a hotel, such as lobbies, hallways, elevators, and common spaces, should be maintained in a reasonably safe condition. This involves regular inspection and maintenance to prevent hazards such as slippery floors, loose handrails, or other potential dangers. Adequate signage and warnings should be in place to notify guests of any temporary hazards or construction.

Swimming Areas: Hotels with swimming pools or other aquatic facilities have a duty to provide a safe environment for guests. This includes proper maintenance and regular inspection of the pool, ensuring that safety equipment is available, and implementing appropriate rules and regulations to prevent accidents or injuries. Adequate signage, lifeguards (if required), and clear guidelines for pool use and supervision should be provided.

Restaurant: In the restaurant area, the duty owed to guests primarily focuses on providing safe and hygienic dining facilities. This includes maintaining clean and sanitary conditions in the kitchen, proper food handling and storage practices, and adherence to health and safety regulations. Restaurants should also provide clear information regarding potential allergens and food ingredients to ensure guest safety.

Overall, the duty owed to guests in hotel rooms, public areas, swimming areas, and restaurants encompasses the responsibility to maintain a safe environment, address potential hazards, and take reasonable measures to prevent accidents, injuries, or any harm to guests. It is important for hotels

and establishments to be proactive in identifying and mitigating risks to ensure the well-being and satisfaction of their guests.

4.

In the context of hospitality, a guest is generally understood as an individual who has entered into a contractual relationship with an innkeeper or hotel for the provision of accommodations or services. The exact qualifications of a guest may vary depending on local laws and regulations, as well as the specific terms outlined in the agreement between the guest and the innkeeper. However, there are a few common factors that typically determine who qualifies as a guest:

Intention: The individual must have the intention to avail themselves of the accommodations or services offered by the innkeeper. This intent is typically expressed by making a reservation or checking into the hotel.

Payment: The guest is generally required to pay for the accommodations or services provided by the innkeeper. This payment can be made directly or through a third party, such as a travel agent or online booking platform.

Consent of the Innkeeper: The innkeeper must accept the individual as a guest and provide the agreed-upon accommodations or services.

Termination of a guest-innkeeper relationship can occur under various circumstances. Here are a few common scenarios:

Expiration of the Contract: The guest-innkeeper relationship terminates upon the completion of the agreed-upon period of stay. For example, if a guest has booked a hotel room for three nights, the relationship ends at the conclusion of the third night.

Early Departure: A guest may choose to end the relationship prematurely by checking out of the hotel before the contracted period expires. In such cases, the guest may be subject to any cancellation policies or penalties outlined in the agreement.

Termination by the Innkeeper: The innkeeper may have the right to terminate the guest-innkeeper relationship in certain situations. This could be due to a guest's failure to comply with hotel policies, engage in illegal activities, cause disturbance to other guests, or engage in behavior that poses a risk to the safety or well-being of themselves, other guests, or hotel staff. Termination by the innkeeper is typically done in accordance with applicable laws and regulations and may involve giving notice to the guest.

It is important to note that specific laws and regulations regarding termination of the guest-innkeeper relationship may vary by jurisdiction. Additionally, the terms and conditions outlined in the contract or agreement between the guest and the innkeeper will also dictate the rights and obligations of both parties regarding termination.