

MAASAI MARA UNIVERSITY

**REGULAR UNIVERSITY EXAMINATIONS 2016/2017 ACADEMIC YEAR**

**FOURTH YEAR FIRST SEMESTER**

**SCHOOL OF TOURISM AND NATURAL RESOURCE MANAGEMENT**

**BACHELOR OF HOTEL & HOSPITALITY MANAGEMENT**

**COURSE CODE: BHM 403**

**COURSE TITLE: HOSPITALITY LAW**

**DATE: 31ST JANUARY 2017 TIME: 8:30 – 10:30am**

**INSTRUCTIONS TO CANDIDATES**

***Section A is compulsory; Answer any three (3) in Section B***

***Section A: Compulsory***

1. A legally binding contract is arranged between a hotelier and a guest whenever a booking for accommodation is agreed.
2. Define a contract and write brief notes on FIVE of the essential elements of a contract. (6 marks)
3. Identify Four types of common hospitality contracts (4 marks)
4. Describe the different types of remedies that are available for a breach of contract (3 marks)
5. Outline the law where one person has undue influence over another. (2 marks)
6. Write brief notes on the following: (10 marks)
7. Vicarious liability
8. Harassment in the workplace

**Section B: Answer Any Three**

1. Proprietors and managers in the hospitality industry are regulated by a range of health and safety laws that apply to their workplaces. Critically examine regulations that cover this aspect of the business. (15 marks)
2. A hotel that falls within the scope of the Hotel Proprietors Act is termed an ‘inn’.

a) Explain the duties of an innkeeper in respect of provision of refreshment and accommodation. (8 marks)

b) Discuss, with examples, the innkeeper’s right to refuse service. (7 marks)

1. a) Describe negligence, gross negligence, and an intentional act that could result in the commission of a tort. (5 marks)

b) Detail the essential difference between a duty of care and a standard of care, using an example of each. (5 marks)

c) Give three examples of strict liability as it may apply to hospitality managers offering food, lodging, and entertainment products. (5 marks)

1. As a hospitality manager, you are required to pay close attention to certain essential clauses when entering into contracts, whether for providing or receiving services. Discuss. (15 marks)

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