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TEM 212( LEGAL AND ETHICAL ISSUES IN EVENTS MANAGEMENT)

200 LEVEL.

**ANSWERS.**

1. A. I.Legal issues is a legal question which is the foundation of a case. It requires a court's decision. It can also refer to a point on which the evidence is undisputed, the outcome of which depends on the court’s interpretation of the law.

II. Ethical issues occur when a given decision, scenario or activity creates a conflict with a society’s moral principles. Both individuals and businesses can be involved in these conflicts, since any of their activities might be put to question from an ethical standpoint. Individuals are subject to these issues in their relationships with other individuals or in their relationships with organisations and same goes for organisations.

B. **Ethical issues resulting in litigation sin events and hospitality workplace:**

### I) **Social Media Mishaps**

This one’s more on attendees than on you specifically. We’re more connected than at any other time in human history – and that can be a very bad thing when it comes to the types of social media posts people make – everything from breaching company policy to defaming the competition (particularly relevant at corporate meetings or private industry summits.) You need to ensure that you brief all your guests beforehand on acceptable behavior –and remember that anything you and your staff post online is actually yourresponsibility.

You can’t control what outsiders post, but you can suggest proper behavior. Sometimes simply telling people what’s expected keeps them in line. Or the opposite – know you’re crowd!

II) **Honest Representation:** planners who have no idea what they’re capable of and either make promises they can’t keep or charge far lower rates for services than any sane professional should.There is a difference between overestimating your capabilities and telling lies about them. Make sure you’re always honest with your clients, and lay the groundwork before making commitments. Through due diligence and planning, you’re able to represent your capabilities more accurately.Never gouge clients. If tempted to pad a cost or add a fee for going the extra mile, remember you’re building a reputation. Treat clients with respect, and they’ll repay you in kind.

### III) **Rewards And Incentives**

There’s absolutely nothing wrong with providing incentives for attendance beyond simple takeaways (or in the case of guest speakers, payment). You need to make sure, however, that this doesn’t become all you focus on. If your events become more about what you’re going to givepeople for attending rather than the information and the value your event as whole will offer them so they want to attend, you know you’ve got a problem. Gift bags and free software only go so far; often people will show for the first half of an event and leave at “set break”. You’ll think you’re doing well with a full house and then your keynote is speaking to an empty room. Your event should offer some value to your target audience from start to finish to walk away to follow up**.**

### **Iv) FAM Abuse**

If you’re a corporate event manager, there’s a good chance you’ve gone on at least one FAM trip – an expense-paid journey to a location in order to “familiarize” you with that particular locale from an event planning perspective. Already, I’m certain you see the potential for abuse here – an event planner could easily go on a FAM trip to a venue they’ve no intention of hosting at, simply because they want to go on a vacation (or because the venue owner desperately wanted the planner to come.) Hard to say no to a paid vacation, but take one to many venue owners up on the offer and you may miss out on the opportunity you really want and can use professionally. Consider being proactive. Where do you wish an event? Have your cake and eat it too, just make it worth your while professionally! Doing an on-location dry run for an event is an industry norm – ask a venue if they’ll consider having you visit the facility and walking you and a friend through your wish list of activities.

### **V) Intellectual Property**

Lastly, intellectual property is a difficult ethical issue in modern society, and its umbrella extends over event planning, from the music, graphic design, media, to your association with your colleagues. Creative Ideas don’t blossom in a vacuum, but understand where your own idea originated from and how it morphed to become a stand-alone concept. This can be difficult in events, and sometimes a game is just a game and is indeed played one way.In all cases, there’s one thing to be said about intellectual property: don’t steal, even if you’re just poaching an idea. Every industry has its fair share of ethical concerns – event management certainly isn’t immune to this truth. As an event planner, you need to be aware of some of the quandaries you might face – and prepared to act morally as you do. While the easy way often seems the simple way, you’ll only end up paying for it in the long run.

Legal issues resulting in litigations in events and hospitality workplace:

1. A) A contract is a written or spoken agreement, especially one concerning employment, sales, or tenancy that is intended to be enforceable by law. It is a legally binding agreement that recognises and governs the rights and duties of the parties to the agreement.

## B) I) **The Offer:**

## The offer is the "why" of the contract, or what a party agrees to either do or not to do upon signing the contract. For example, in a real estate contract, the seller will offer to sell the property to the buyer for a certain price. The offer must be clearly stated so that all parties understand what the expectations are. In this example, the property is identified by address and perhaps also by the county assessor's parcel number, and the price would be written clearly in the contract.If the offer is not clear, then the contract may not be specific enough for a court to enforce.

## II) **Acceptance:**

## Acceptance is exactly what it sounds like: the person receiving the offer agrees to the conditions of the offer. Acceptance must be voluntary. This means that a person who signs a contract when a gun is pointed directly at him is legally not able to accept the offer, because he is under duress.This is an extreme example but there are situations in which one party is being blackmailed or threatened in other ways so that he is unable to complete and sign the contract. These are not legally binding. The parties must be mutually bound and agree to the terms of the contract without outside factors influencing the acceptance of the offer.

## III) **Consideration:**

## Consideration is what one party will "pay" to complete the contract. Payment is a loose term when defining consideration in a contract, because what a party gets for signing the contract isn't always money. So while a real estate contract might say the property will change hands for $1 million as the consideration, a tenant may get a place to live for the consideration of improvements to the property while living there.Ultimately, consideration is considered something of value and usually, it's a defined monetary amount. But if you offer to provide your knowledge and expertise to an employer, you would still be giving consideration.

## IV) **Legal Intent:**

## This requirement for a contract refers to the intention of each party. Often, friends and family members will come to a loose arrangement but they never intend for it to be legally binding, that is, they do not intend that one person could sue the other if someone does not do what they said they would do. This type of agreement is not a valid contract because there is no legal intent.Another aspect here is that the contract terms must adhere to the laws and regulations in the state where the contract exists. An example of an illegal contract is if a person signs a contract to rob a bank. Robbing a bank is not a lawful action and thus the contract does not have legal intent.

## V) **Competency:**

## Those signing the contract and entering into the contract agreement must be competent. This means that they are of legal age to sign a contract; they have the mental capacity to understand what they are signing; and they are not impaired at the time of signing – meaning they are not under the influence of drugs or alcohol.Although "competent parties" is a requirement for any legal contract, it is highly scrutinized in contracts dealing with senior citizens or disabled persons. A person suffering from dementia might not be mentally competent to sign a contract to sell his property to another party.

1. A) The functions of the Commission as set out in section 7 of the Companies and Allied Matters Act, includes the following:
   * + To administer the Act, including the regulation and supervision of the formation, incorporation, management and winding up of companies
     + To establish and maintain companies registry and offices in all the states of the Federation suitably and adequately equipped to discharge its functions under the Act or any law in respect of which it is charged with responsibility
     + Arrange and conduct an investigation into the affairs of any company where the interests of the shareholders and the public so demand
     + To undertake such other activities as are necessary or expedient for giving full effect to the provisions of the Act.
     + The Commission also registers Business Names, and Incorporated Trustees as well as provides a wide range of ancillary services

### B) **A REGISTERED BUSINESS NAME**

A Business Name is registered under Part B of CAMA. Businesses registered under this Part are normally Sole Proprietorships and ordinary Partnerships.

### **Registration Procedure For A Business Name**

### **Step A: Reservation of Name**

This is the first step prior to the registration of a Business Name in Nigeria.

An investor is required to supply proposed alternative name options for the Business Name in the prescribed form to the Corporate Affairs Commission ('CAC'). The CAC will then determine whether or not any of the proposed names are available for use. Where any are deemed available and approved by the CAC, one of the options will be reserved for that particular investor for a period of sixty days to allow for registration.

### **Step B: Submission of the following documents to the CAC:**

* The approved reservation of name form
* Duly completed Business Name registration form.
* 2 (Two) passport size photographs of each investor
* Certificates of professional qualification where necessary

### **Step C: Payment of the prescribed fees and stamp duties at the bank desk at the CAC**

### **Step D: Registration and provision of Certificate**

### **2. AN INCORPORATED COMPANY**

There are different types of incorporated companies in Nigeria.

We have the limited liability Companies which can either be private or public company; the companies limited by Guarantee and the unlimited liability Companies. There are also Incorporated Trustees which are incorporated companies for non-profit organizations such as Religious Bodies, Associations, and Non-Governmental Organizations

### **Procedure For Incorporation Of A Company**

CAMA provides under Part A for the procedure of incorporation for limited and unlimited liability companies, and also for companies limited by guarantee. The procedure is as follows:

### **Step A: Reservation of Name**

This is the first step prior to the incorporation of any company in Nigeria.

An investor is required to supply proposed alternative name options for the Company in the prescribed form to the CAC. The CAC will then determine whether or not any of the proposed names are available for use. Where any are deemed available and approved by the CAC, one of the options will be reserved for that particular investor for a period of sixty days to allow for incorporation.

### **Step B: Submission of the following documents to the CAC:**

The approved reservation of name form

Duly Completed Incorporation Forms

Duly stamped Memorandum and Article of Association (2 copies)

Certification of proficiency where required.

Copies of Means of Identification of the Directors

### **Step C: Payment of the prescribed fees and stamp duties at the Bank Desk at the CAC**

### **Step D: Incorporation and provision of Certificate**

1. A)Litigation is The process of taking a case to a court of law so that a judgement can be made.

B) Poor **management**, unwise expansion, intense competition, too much debt, massive **litigation**, and unfavourable contracts are just a few of the possible **causes**.