

МИНИСТЕРСТВО СЕЛЬСКОГО ХОЗЯЙСТВА
И ПРОДОВОЛЬСТВИЯ РЕСПУБЛИКИ БЕЛАРУСЬ

Учреждение образования
«БЕЛОРУССКИЙ ГОСУДАРСТВЕННЫЙ
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АНГЛИЙСКИЙ ЯЗЫК

Учебно-методический комплекс для студентов ФПУ

Модуль 4

**Учебно-профессиональное общение
(Economics, Contracts, Business Letters)**

Минск
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Модуль 4 учебно-методического комплекса включает в себя упражнения, направленные на формирование умений и навыков профессионально-делового общения студентов. Цель обучения состоит в приобретении студентами коммуникативной компетенции, норм производственного и делового общения, правил речевого этикета. Уровень коммуникативной компетенции на отдельных этапах языковой подготовки позволяет практически использовать иностранный язык в профессиональной (производственной и научной) сфере для решения типичных производственных задач, а также в целях самообразования. Содержит комплекс упражнений, тренировочной и коммуникативной направленности по тематике модуля, сведения теоретического характера и аутентичные тексты.

Модуль 4 составлен в соответствии с требованиями типовой учебной программы для высших учебных заведений по иностранному языку, утвержденной Министерством образования Республики Беларусь и предназначен для студентов второго курса факультета предпринимательства и управления БГАТУ.

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ВВЕДЕНИЕ

Главной целью обучения иностранному языку является формирование иноязычной коммуникативной компетенции специалиста, позволяющей использовать иностранный язык как средство профессионального и межличностного общения.

В русле современной образовательной идеологии иностранный язык рассматривается не только в качестве средства межкультурного общения, но и средства формирования личности как субъекта национальной и мировой культуры. Предполагается, что мировоззрение, включающее в себя ценности личности, общества, государства, а также более широкого сообщества (европейского, мирового), способствует большему взаимопониманию и сближению народов в современном поликультурном мире, следовательно, стабильности и устойчивости его развития.

В качестве стратегической интегративной компетенции в процессе обучения иностранным языкам выступает коммуникативная **(КК)** в единстве всех составляющих: – языковой, речевой, социокультурной, компенсаторной, учебно-познавательной компетенций.

Языковая компетенция **(ЯК)** – совокупность языковых средств (фонетических, лексических, грамматических), а также правил их использования в коммуникативных целях.

Речевая компетенция **(РК)** – совокупность навыков и умений речевой деятельности (говорение, письмо, аудирование, чтение), знание норм речевого поведения, способность использовать языковые средства в связной речи в соответствии с ситуацией общения.

Социокультурная компетенция **(СК)** – совокупность знаний о национально-культурной специфике стран изучаемого языка и связанных с этим умений корректно строить свое речевое и неречевое поведение.

Компенсаторная компетенция **(КомпК)** – совокупность умений использовать дополнительные вербальные средства и невербальные способы решения коммуникативных задач в условиях дефицита имеющихся языковых средств.

Учебно-познавательная компетенция **(УПК)** – совокупность общих и специальных учебных умений, необходимых для осуществления самостоятельной деятельности по овладению иностранным языком.

В процессе социально-гуманитарной подготовки выпускник должен развить такие метапредметные компетенции (**МПК**), как владение методами системного и сравнительного анализа; сформированность критического мышления; умение работать в команде; владение навыками проектирования и прогнозирования; сформированность личностных качеств: самостоятельность, ответственность, организованность, целеустремленность, а также мотивационно-ценностные ориентации; умение учиться, постоянно повышать квалификацию.

В соответствии с целями и принципами социально-гуманитарной подготовки выпускник высшего учебного заведения при подготовке по образовательной программе первой ступени (специалист) должен приобрести следующие социально-личностные компетенции:

- компетенции культурно-ценностной и личностной ориентации (**ККЦЛО**),
- компетенции гражданственности и патриотизма (**КГП**),
- компетенции социального взаимодействия (**КСВ**),
- компетенции коммуникации (**КК** = ЯК + РК + СК + КомпК + УПК),
- компетенции здоровьесбережения (**КЗ**),
- компетенции самосовершенствования (**КС**).

В результате изучения дисциплины студент должен **знать**:

- особенности системы изучаемого иностранного языка в его фонетическом, лексическом и грамматическом аспектах (в сопоставлении с родным языком);
- социокультурные нормы бытового и делового общения, а также правила речевого этикета, позволяющие специалисту эффективно использовать иностранный язык как средство общения в современном поликультурном мире;
- историю и культуру стран изучаемого языка.

Студент должен **уметь**:

- вести общение социокультурного и профессионального характера в объеме, предусмотренном настоящей программой;
- читать и переводить литературу по специальности обучаемых (изучающее, ознакомительное, просмотровое и поисковое чтение);
- письменно выражать свои коммуникативные намерения в сферах, предусмотренных настоящей программой;

- составлять письменные документы, используя реквизиты делового письма, заполнять бланки на участие и т.п.;

- понимать аутентичную иноязычную речь на слух в объеме программной тематики.

В соответствии с учебной программой по иностранному языку изучение дисциплины «Иностранный язык» рассчитано на 150 аудиторных часов.

Содержание учебного модуля 4 «**Учебно-профессиональное общение**» представлено в таблице.

Тема модуля	Содержание	Количество часов	Формируемые компетенции
М-4. Учебно-профессиональное общение Студент должен:	Предмет и содержание специальности. Общее представление о структуре и характере профессиональной деятельности специалиста (заключение контрактов, деловая переписка, менеджмент и маркетинг и др.). УСРС: Информационный поиск (иноязычная база данных, Интернет-	44	КК МПК КГП КСВ КЗ КС

сиональной информацией, про- дублировать раз- вернутое подго- товленное и не- подготовленное высказывание по теме «Моя специ- альность», поль- зоваться ино- язычными Интер- нет-ресурсами.	ресурсы). Студенческая научно- практическая конференция: доклады, со- общения. Реферирование и аннотирова- ние статьи по специальности.		
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УМК составлен в соответствии с требованиями Типовой учебной программы для высших учебных заведений по иностранному языку, утвержденной Министерством образования Республики Беларусь. В основу структурирования содержания учебного материала положен принцип модульного подхода, который предполагает разбивку учебного материала на относительно самостоятельные модули (разделы) курса.

Модуль 4 включает в себя упражнения, направленные на формирование умений и навыков профессионально-делового общения студентов. Цель обучения состоит в приобретении студентами коммуникативной компетенции, норм производственного и делового общения, правил речевого этикета. Уровень коммуникативной компетенции на отдельных этапах языковой подготовки позволяет практически использовать иностранный язык в профессиональной (производственной и научной) сфере для решения типичных производственных задач, а также в целях самообразования.

Содержит сведения теоретического характера, аутентичные тексты и комплекс упражнений, как тренировочной, так и коммуникативной направленности по тематике модуля.

Предназначен для студентов второго курса факультета предпринимательства и управления БГАТУ.

МОДУЛЬ 4

УЧЕБНО-ПРОФЕССИОНАЛЬНОЕ ОБЩЕНИЕ

4.1. ПРЕДМЕТ И СОДЕРЖАНИЕ СПЕЦИАЛЬНОСТИ

1. Study the following economic terms:

Economics is the study of the way in which money, industry, and trade are organized in a society.

The **economy** of a country or region is the system by which money, industry, and trade are organized. The wealth obtained by a country or region from business and industry is also referred to as its economy: the national economy. Economy is also careful spending or the careful use of things to save money: economy of effort I words.

An **economist** is somebody who studies, works or is an expert in the field of economics.

If you **economize**, you save money by spending it very carefully. To economize means to reduce expenditure, or use resources less wastefully: We had to economize on fuel.

Economic means concerned with the organization of the money, industry, and trade of a country, region, or social group. A business that is economic produces a profit

If someone is **economical**, they spend money carefully and sensibly. Economical also means using the minimum amount of something that is necessary.

Economic or economical?

The adjective economic denotes economics or the economy, and is concerned with "aspects of the supply of goods and structure of wealth": economic activity /theory /development/ planning/ policy, a Nobel Laureate's economic theories, the economic effects of taxation. The adjective economical, on the other hand, has to do with economy specifically in its senses "making the best and most frugal use of resources" and "inexpensiveness": an economical cook /housewife /production process/ budget. But the two adjectives can overlap in one sense, "efficient in terms of contributing to thrift": an economical (or economic) use of electricity.

2. Match the following economic terms with their definitions:

1. Economics	a) to reduce the amount of money, time, goods etc that you use
2. Economy	b) using money, time, goods etc carefully and without wasting any
3. Economist	c) concerned with the organization of the money, industry, and trade of a country, region, or social group
4. To economize	d) the cheapest type of seats in a plane
5. Economic	e) somebody who studies, works or is an expert in the field of economics
6. Economical	f) - the system by which money, industry, and trade are organized in a country or region; - careful spending or the careful use of things to save money
7. Economy class	g) the study of the way in which money, industry, and trade are organized in a society

3. Complete the following sentences with the appropriate economic terms from the list below:

economic *economics* *economize*
economical *economist* *economy* *economy class*

1. A business that is _____ produces a profit.
2. A small car is more _____ than a large one, because it uses less petrol.
3. Higher taxes encourage people _____ on fuel.
4. An _____ is a person who studies, teaches, or writes about economics.
5. A good manager is _____ in the use of his funds.
6. By using _____ in buying food and clothes, we were soon able to save money for the new car we needed.

7. _____ is a social science concerning behaviour in the fields of production, distribution, and exchange.
8. If you can _____ your time, you will get more done in less time.
9. In the long run, it is an _____ to buy good quality goods, even though they cost more.
10. In times of difficulties we all have to _____.
11. A small car is more _____ to run.
12. We flew _____.
13. The country is in a bad _____ state.
14. The country is in the period of _____ and industrial crisis.
15. The country's _____ has grown rapidly in the second half of the 20th century.
16. The _____ is a weekly journal published in London since 1843.
17. The loss of business was so great that they had to _____ on staff.
18. The science or principles of the way in which industry and trade produce and use wealth is called _____.
19. If someone is _____, they spend money carefully.
20. The wealth obtained by a country or region from business and industry is also referred to as its _____.

4. Find the economic terms:

c	f	a	p	g	a	i	m	g	o	o	d	s
d	u	b	r	y	x	b	a	n	k	s	s	t
p	n	c	o	m	m	u	n	i	c	a	t	e
r	d	q	f	o	o	s	a	m	n	t	p	n
o	p	t	i	o	n	i	g	k	a	i	o	q
m	r	r	t	m	o	n	e	y	r	s	l	u
o	o	e	s	e	p	e	m	w	g	f	i	i
t	m	t	u	u	o	s	e	z	e	y	c	r
i	i	a	i	r	l	s	n	f	e	l	y	y
o	s	i	t	o	y	n	t	r	e	p	a	y
n	e	l	e	t	r	p	m	a	r	k	e	t

5. Read the text “What is economic?” and answer the questions that follow it.

What is economics?

One of the things that people discover every day is that you can't have everything. You are reminded of it every time you shop. Although you may see twenty or thirty items that you would really like to buy, you know that you will have to limit your selection to one or two. Everyone goes through life having to make choices.

Every business, even sports teams, must choose from among the things they would like to have because they cannot have everything. Governments, too, cannot have everything. Every year the most important political debates concern questions about spending taxpayers' money.

Neither individuals nor societies can have all the things they would like to have. There simply is not enough of everything. Economists note that there is no limit to the amount or kinds of things that people want. There is, however, a limit to the resources, things used to produce goods and services, available to satisfy those wants. Once that limit is reached, nothing else can be produced. In other words, when nation's resources (all its workers, factories, farms, etc.) are fully employed, the only way it will be able to increase the production of one thing will be by reducing the production of something else. Human wants are unlimited, but the resources necessary to satisfy those wants are limited. Thus, every society is faced with the identical problem, the problem of *scarcity*.

Since there is not enough of everything, everyone — individuals, business firms, and government — needs to make choices from among the things they want. In the process they will try to economize, to get the most from what they have. With this in mind, we can define economics (the word ‘economics’ derives from the Greek word ‘oikonomika’ that means household management) as the social science that describes and analyzes how society chooses from among *scarce* resources to satisfy its wants. Economics as a social science concerned with the production, distribution, exchange and consumption of goods and services.

Economics deals with the problems of scarcity and choice that have faced societies and nations throughout history, but the development of

modern economics began in the 17th century. Since that time economists have developed methods for studying and explaining how individuals, businesses and nations use their available economic resources. Large corporations use economists to study the ways they do business and to suggest methods for making more efficient use of their employees, equipment, factories, and other resources.

Vocabulary

scarce — скудный

scarcity — дефицит

Answer the questions:

1. What is the problem of scarcity?
2. What is the origin of the word ‘economics’?
3. How can we define economics?
4. What do economists do?

6. Read the text and summarise it in about 70 words.

What do economists do?

Economists find many career opportunities in business and government. Many economists teach and do research at colleges and universities.

Economists may specialise in one or more areas of economics. Industrial economists study various forms of business organisation. They analyse production costs, markets, and investment problems. An agricultural economist specialises in the study of such areas as farm management and crop production. A labour economist is concerned with wages and hours, labour unions, and government labour policies. Other fields of economics include taxes, banking and finance, international trade, economic theory, and comparative economic systems. In addition to professional economists, thousands of people do statistical and clerical work in connection with economic problems.

A college degree in economics, business administration, or mathematics is desirable for a career in the field of economics. College stu-

dents who major in economics take several general courses in their subject. In addition, they take certain special courses. Such special courses may include those in labour problems, income distribution, public finance, and money and banking. Students of economics also take courses in such related fields as history, political science, and statistics.




Some companies and government agencies require graduate training in economics. Generally, people who want to teach economics at a college or university must have obtained at least a master's degree. Many colleges and universities require their economics professors to have a doctor's degree.

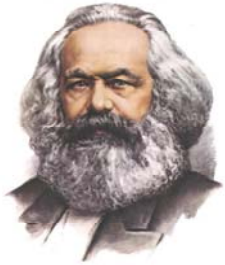
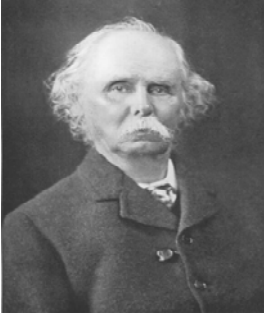

7. Study the information about the first economists and do the test:

TEST

a) A. Smith	b) D. Ricardo	c) T. Malthus
d) K. Marx	e) A. Marshall	f) J. M. Keynes

- 1. A founder of neoclassical economics.
- 2. An author of «Capital».
- 3. Author of «Principles of Political Economy».
- 4. He is a discoverer of the pessimistic theory of economics.
- 5. Founder of economics.
- 6. He proposed the prevention of financial crises and unemployment.
- 7. He introduced the concept of elasticity of demand.

 <p>A. Smith (1723-1790)</p>	<p>Scottish economist, often regarded as the founder of political economy. His <i>"The Wealth of Nations"</i> (1776) defined national wealth in terms of labour.</p>
 <p>D. Ricardo (1772-1823)</p>	<p>English economist, author of «Principles of Political Economy». Among his discoveries were <i>the principle of comparative advantage and the law of diminishing returns</i>.</p>
 <p>T. Malthus (1766-1834)</p>	<p>Malthus proposed a pessimistic theory of economics, focusing on the storage of resources and the growth of population.</p>

 <p>K. Marx (1818-1883)</p>	<p>German philosopher, economist, and social theorist. His «Capital» is the fundamental text of Marxist economics, and his systematic theses on <i>class struggle, history, and the importance of economic factors in politics</i> have exercised an enormous influence on later thinkers and political activists.</p>
 <p>A. Marshall (1842-1924)</p>	<p>English economist who was a founder of <i>neoclassical</i> economics, and stressed the power of supply and demand to generate equilibrium prices in markets, introducing the concept of elasticity of demand relative to price.</p>
 <p>J. M. Keynes (1883-1946)</p>	<p>English economist, whose «<i>The General Theory of Employment, Interest, and Money</i>» proposed the <i>prevention of financial crises and unemployment by adjusting demand through government control of credit and currency</i>. He is responsible for that part of economics now known as macroeconomics.</p>

8. Read the text “Microeconomics and Macroeconomics” and re-tell it using the questions as a plan:

- What's the difference between macroeconomics and microeconomics?
- What questions does macroeconomics examine?
- What questions does microeconomics examine?

Microeconomics and Macroeconomics

Economists have two ways of looking at economics and the economy. One is the *macro* approach, and the other is the *micro*. *Macroeconomics* is the study of the economy as a whole; *microeconomics* is the study of individual consumers and the business firm.

Macroeconomics examines questions such as how fast the economy is running; how much overall output is being generated; how much total income. It also seeks solutions to macro-economic problems such as how employment can be increased, and what can be done to increase the output of goods and services. Microeconomics examines cause-and-effect relationships that influence choices of individuals, business firms and society.

9.1. Find in the text “Economic systems” English equivalents for the following:

1. имеющиеся в распоряжении ресурсы;
2. управлять использованием ресурсов;
3. управление экономикой;
4. отказываться от плановой экономики; б. иметь высокий жизненный уровень;
6. иметь общие черты;
7. подчиняться 5-летнему плану;
8. значительное количество;
9. ставить производственные задачи;
10. полученная прибыль;
11. стимул к эффективной работе;
12. перебои и очереди;
13. реагировать на изменения спроса;

14. предсказывать изменения спроса;
15. основная проблема, стоящая перед...

Economic systems

There are a number of ways in which a government can organize its economy and the type of system chosen is critical in shaping environment in which businesses operate.

An *economic system* is the way in which a country uses its available resources (land, workers, natural resources, machinery etc.) to satisfy the demands of its inhabitants for goods and services. The more goods and services that can be produced from these limited resources, the higher the standard of living enjoyed by the country's citizens. There are three main economic systems:

Planned economies

Planned economies are sometimes called «command economies» because the state commands the use of resources (such as labour and factories) that are used to produce goods and services as it *owns* factories, land and natural resources. Planned economies are economies with a large amount of central planning and direction, when the government takes all the decisions, the government decides production and consumption. Planning of this kind is obviously very difficult, very complicated to do, and the result is that there is no society, which is completely a command economy. The actual system employed varies from state to state, but command or planned economies have a number of common features.

Firstly, the state decides precisely what the nation is to produce. It usually plans five years ahead. It is the intention of the planners that there should be enough goods and services for all.

Secondly, industries are asked to comply with these plans and each industry and factory is set a production target to meet. If each factory and farm meets its target, then the state will meet its targets as set out in the five-year plans. You could think of the factory and farm targets to be objectives which, if met, allow the nation's overall aim to be reached.

A planned economy is simple to understand but not simple to operate. It does, however, have a number of *advantages*.

- Everyone in society receives enough goods and services to enjoy a basic standard of living.

- Nations do not waste resources duplicating production.
- The state can use its control of the economy to divert resources to wherever it wants. As a result, it can ensure that everyone receives a good education, proper health care or that transport is available.

Several *disadvantages* also exist. It is these disadvantages that have led to many nations abandoning planned economies over recent years:

- There is no incentive for individuals to work hard in planned economies.
- Any profits that are made are paid to the government.
- Citizens cannot start their own businesses and so new ideas rarely come forward.
- As a result, industries in planned economies can be very inefficient.

A major problem faced by command or planned economies is that of deciding what to produce. Command economies tend to be slow when responding to changes in people's tastes and fashions. Planners are likely to underproduce some items as they cannot predict changes in demand. Equally, some products, which consumers regard as obsolete and unattractive, may be overproduced. Planners are afraid to produce goods and services unless they are sure substantial amounts will be purchased. This leads to delays and queues for some products.

9.2. Fill in the gaps with the words and expressions from the text:

1. The type of system chosen is ... in which businesses operate.
2. An economic system is the way in which a country uses its ... to satisfy the demands of ... for good sand services.
3. The more goods and services that can be produced, the higher the standard of living ... by the country's citizens.
4. The state ... factories, land and....
5. Planned economies are economies with ... of when the government ... all ... decides ... and....
6. The actual system employed ... from state to state, but command or planned economies have....
7. It is ... that there should be enough goods and services for all.
8. Industries are asked ... these plans and each industry and factory is set....
9. The factory and farm targets are ... which, if met, allow the nation's ... to be reached.
10. Nations do not waste resources....

11. The state can use its control of the economy ...to wherever it wants.

12. It is ... that have led to many nations ... planned economies over recent years.

13. There is no ... for individuals to work hard in planned economies.

14. Industries in planned economies can be very....

15. Command economies tend to ... when ... to changes in people's tastes and fashions.

16. Planners are likely ... some items as they cannot ... changes in demand.

17. Some ... and unattractive products may be....

18. This leads to ... for some products.

9.3. Answer the questions:

1. What is an economic system?
2. What does a standard of living depend on?
3. What is a planned economy?
4. What are the main features of a planned economy?
5. What are the advantages of a planned economy?
6. What are the disadvantages of a planned economy?
7. What causes delays and queues for some products?
8. What are other advantages and disadvantages of a planned economy?

4.2. ЗАКЛЮЧЕНИЕ КОНТРАКТОВ

Vocabulary

1.1. Study the following vocabulary and do the vocabulary exercises:

essential clauses — существенные условия контракта

a transaction — сделка

to draw up a contract — составлять контракт

strike a deal — заключить сделку

legal title — юридическое наименование contracting

parties — договаривающиеся стороны

unit of measure — единица измерения

commodity (goods) — товар

tolerance — допустимое отклонение

stipulation — условие

bulk cargo — насыпной или наливной груз

in conformity with — в соответствии с

by sample — по образцу

quote a price — назначать цену

subject to — подлежащий

firm prices — твердые цены

fixed prices — фиксированные цены

sliding prices — скользящие цены

to fulfill obligations — выполнять обязательства, гарантии

a must — настоятельная необходимость, требование

to alter — изменять, перерабатывать

to supplement — дополнять

know how — техническая документация

adapt equipment to sb's uses — приспособить оборудование к чьим-либо требованиям

adjustment — регулировка

sufficient — достаточный

break down — поломка

complete set of documents — полный комплект документов

concerning — что касается

study the requirements — изучать требования

pay the expenses involved — оплатить связанные с этим расходы

charge — брать плату
account (a/c) — счет
order — заказ
mutual agreement — совместное соглашение
quantity — количество
come to terms about the price — прийти к согласию относительно цены
advance payment — предварительная оплата
sign — подписывать
FOB (free on board) price — FOB цена
CIF (cost, insurance, freight) price — СИФ цена
cover the expenses — покрывать расходы
stipulate — договориться
date of shipment — дата отгрузки
provision — положение контракта
goods — товары
delay — отложить, задержать
penalty — штраф
total value of the contract — общая стоимость контракта
refund — возмещать стоимость
irrevocable — безотзывный
confirmed — подтвержденный
indivisible — неделимый
Letter of Credit (L/C) — аккредитив
reliable — надежный
in duplicate — в двух экземплярах
equal validity — одинаковая юридическая сила
specific goods — конкретные товары
an enclosure — приложение
to be in conformity — соответствовать
consumer goods — потребительские товары
for the full value — на полную стоимость
to cancel the contract — аннулировать; отменять контракт
contract — контракт, договор
records — документация, протокол
clause — пункт договора
guarantee — гарантия
money back — возврат денег

a full money back guarantee — гарантия полного возврата денег
tray — поддон, поднос
damage — повреждение, уничтожение
damaged — поврежденный, уничтоженный
transportation — транспортировка
loading — погрузка
ex works price — цена франко-завод
competitive — конкурентоспособный, конкурентный
carrier — перевозчик
terms — условия
goods — товары
quality — качество
quality inspector — инспектор по качеству
faulty — поврежденный, ошибочный
claim — претензия
to acknowledge a claim — признать претензию
discount — скидка
hereinafter — ниже, в дальнейшем (в данном документе)
hereinafter called as the "sellers" — именуемые в дальнейшем "продавцы"
whereby — которым, при помощи которого
whereby it is agreed as follows — которым (договором) стороны пришли к следующему соглашению

Vocabulary exercises

1.2. Translate the following sentences into Russian:

1. Dear Sirs, let me introduce Mrs. Vane, the Managing Director of our firm.
2. I'm glad to meet you in person at last.
3. I studied the advertising material and the draft contract prepared by your specialists.
4. Do you have any objections as regards the contract?
5. Have you adapted the equipment to our uses?
6. We haven't discussed the delivery date.
7. Where is the complete set of documents concerning this business transaction?
8. I studied thoroughly the requirements of the market.
9. I think we'll come to terms about the prices and advance payment.

1.3. Match the words below with the definition:

1. initiate	a. something which must be paid
2. profit	b. having new products and ideas
3. labour	c. begin new business activity
4. business	d. person who directs the business
5. innovative	e. land
6. entrepreneur	f. what workers provide
7. raw materials	g. a business activity
8. venture	h. money the entrepreneur receives
9. loss	i. money which buys machines and tools
10. capital	j. products
11. goods	k. things which business provides in addition to goods
12. services	l. describes a company with not enough money and too many debts
13. bankrupt	m. the result of expenses being more than sales
14. company	n. the activity of producing goods
15. debt	o. a business
16. agreement	p. in the following part (of this document etc);
17. appendix	q. in the interests of (person etc); for (person etc);
18. party	r. unforeseeable event excusing one party from fulfilling contract
19. fulfil	s. anything necessary before the performance of something else
20. condition	t. to satisfy a condition; to complete the required task
21. force majeure	u. the person or persons forming one side of an agreement
22. hereinafter	v. an arrangement between two or more people, countries etc; contract
23. in behalf of	w. additional or supplementary material at end of contract, book etc;
24. condition	x. to satisfy a condition; to complete the required task

1.4. Complete the sentences with appropriate verbs. The first is already completed, as an example:

to be allowed to terminate to state
to be entitled to finish to default
to be effective from to undertake to specify
to notify to enter into

The parties (1) *enter into* as agreement to sell office equipment. According to the contract, the parties (2) _____ to work together for a minimum period of three years. Neither party is (3) _____ to end the agreement without tendering written notice 90 days in advance. The contract, which is (4) _____ 31st July 2008, (5) _____ the responsibilities of each party. Either party is (6) _____ to sell the products in any state of South or Central America. The manufacturer shall (7) _____ the distributor with all relevant documentation. If either party (8) _____ on any item herein, the other shall have the right to (9) _____ the agreement. In such circumstances, the terminating party should (10) _____ the other party of its intention at least 90 days prior to the date intended for the termination. The terminating party should also (11) _____ the reasons for the termination.

1.5. Translate the following sentences into Russian:

1. We could acknowledge your claim only if you had had a quality inspector during loading.
2. I'll check it up in my records.
3. The ex works price is too high.
4. We will try to find a better carrier.
5. It is impossible to take advantage of this clause.
6. What is the price of one tray?
7. We could have our money back now, if they had told us about the quality inspector.
8. We would discuss the terms of a new contract now if you hadn't sent us those damaged trays.
9. You would get a discount now if you hadn't taken advantage of that clause.
10. We have already agreed the terms of the contract
11. There is no such contract in my records.

12. We have lost a lot of money acknowledging your claim.
13. Next time we will send a quality inspector there.
14. The sales director is talking to a visitor.
15. The finance director won't come to the meeting, either.

1.6. Translate the following sentences into English:

1. Мы хотели бы обсудить условия нашего договора.
2. Возможно ли добавить пункт контракта, гарантирующий полный возврат денег?
3. Товары были повреждены во время транспортировки.
4. Они были повреждены перед погрузкой.
5. Получили ли мы какую-нибудь скидку?
6. Я думал, что это — конкурентоспособная цена.
7. Я могу ему позвонить, если Вы дадите мне его номер.
8. Мы можем найти другого перевозчика, если этот окажется плохим.
9. Мы можем добавить тысячу поддонов, если Вы согласитесь.
10. Вы получили бы сейчас скидку, если бы не воспользовались тем пунктом договора.
11. Завтра мы должны подписать договор.
12. Мы хотим, чтобы этот пункт был включен в договор.
13. Мы гарантируем, что товары не повреждены.
14. Можете ли Вы включить пункт договора о полном возврате денег?
15. Мы не знаем условий договора.

1.7. Select the answer which best completes the meaning of the sentence:

1. Advertising is a kind of public announcement which describes the benefits of using a product or service. We can use advertising to increase the sales of our product or service. We expect to find advertising
 - a. at school
 - b. in the factory
 - c. on the land
 - d. on TV and radio
2. There is an expression, 'It takes money to make money'. We know that capital can be used to make something of value. Therefore, capital can refer to

- a. a basic factor
 - b. money
 - c. raw materials
 - d. bankruptcy
3. A creditor is a person to whom the business owes money. Which of the following is most likely to be a creditor?
 - a. an entrepreneur
 - b. an employee
 - c. a banker
 - d. a factor
4. Labour changes raw materials into finished goods. Paper is an example of a finished good. The raw material would be
 - a. physical work
 - b. wood
 - c. finished products
 - d. land
5. Distribution means getting the products from the factory to the store where customers buy them. Which of the following companies would probably be involved in distribution?
 - a. a bank
 - b. a transportation company
 - c. a supermarket
 - d. a factory
6. An employee is a person who works for a company and receives payment for his work. Which factor does the employee supply?
 - a. land
 - b. labour
 - c. capital
 - d. innovation
7. Large companies require more capital than a single entrepreneur could supply. The ownership of the company is therefore divided into shares of stock. In order to raise capital, a company might
 - a. risk its future
 - b. bring together land
 - c. sell stock
 - d. produce goods and labour
8. Value is the quality that makes a thing wanted or worth having. Value is probably
 - a. skill
 - b. capital
 - c. price
 - d. profit
9. Businesses provide both goods and services. Examples of goods are physical products which customers purchase to take home. An example of a service business would be
 - a. an oil company
 - b. a store
 - c. a bank
 - d. a factory
10. The owner of a business takes a risk. He hopes that his business will be successful and that he will make a profit, but there is a chance that he may
 - a. manage and direct activities
 - b. offer new services and products
 - c. make a profit
 - d. suffer a loss

1.8. Translate into Russian the following sentences paying your attention on the underlined words:

1. Lin Ltd and Wait & Co signed a contract entering into a joint venture to manufacture teapots.

2. The agreement stipulated that Lin would supply technical experts experienced in the design of teapots.

3. Under the terms of the contract Wait would not attempt to sell any teapots produced solely by them, without the prior consent of Lin.

4. To do so would represent default on the part of Wait, and Lin would be entitled to demand an explanation.

5. In the event of such a default, Lin could make a claim against Wait, alleging the breaking of an agreement still in force.

6. Wait claimed that an amendment had been made to the original contract, permitting them to sell a particular teapot.

7. The two parties are now engaged in a legal dispute.

8. Meanwhile, Wait has given an undertaking not to proceed with sales of the teapot.

Pre-reading task

2.1. Read these international words and try to guess their meaning:

compensation, embargo, sanction, function, defect, specification, documentation, period, specific, transport, arbitration, license, guarantee, patent, standart, legal, partner.

2.2. Give Russian equivalents to the word combinations. Use a dictionary if necessary:

to draw up a contract; to give legal expression to; to alter and supplement some articles; to contain a number of clauses; to indicate the unit of measure; to quote (to state) firm, fixed or sliding prices; to be subject; to change; in the course of the fulfillment of the contract; at the seller's expense; to be improperly packed and marked; to refuse to accept the goods; to be made with indelible paint; a sensible businessman; to insure goods for the full value; to insure against risks; in case of da-

mage or loss; in order to obtain indemnity; to have no right to claim any compensation.

2.3. Translate into English the following words and words combinations:

именуемые в дальнейшем; заключили контракт; общая стоимость; запасные части; техническая документация; цены не подлежат изменению; дата получения; обеспечивать полную сохранность груза; несмываемая краска; поставляемое оборудование; полное соответствие; срок гарантии; бесперебойная работа; освобождаются от ответственности; обстоятельства; сроки, указанные в контракте; в срок; путем переговоров; вступать в силу.

Reading

2.4. Read the text attentively and do the tasks that follow it.

Contracts and their features

In foreign trade transactions a contract is drawn up to give legal expression to the intentions of the partners and to guarantee that the obligations contained in the contract will be fulfilled. In general, contracts may be either oral or written. By law" contracts are made in writing. Standard contracts are not a must. Some articles may be altered and supplemented. According to the purpose and contents, contracts can cover goods, services, licences, patents, technology and know how. A contract forms the basis of a transaction between the Buyers and the Sellers.

Essential clauses of contract

Some of the items are necessary in any contract: legal title of the contracting parties, subject of the contract, quality, price, delivery and payment terms. As a rule a contract contains a number of clauses, such as:

- Subject of the Contract
- Quality and Price of goods
- Terms of Payment
- Delivery
- Inspection and Test
- Guarantee
- Packing and Marking

Arbitration

Transport

Insurance and other conditions

Subject of contract

This section names the product for sale or purchase. It also indicates the unit of measure for specific goods, such as oil, wheat, etc.

Quality and Price of goods

The quality of machines and equipment is to be in conformity with the technical specification of the contract.

The quality of raw materials and foodstuffs is determined, as a rule, by standards, by sample or by description.

The price stated in a contract may be firm, fixed or sliding.

Firm price. Firm prices are not subject to change in the course of the fulfillment of the contract.

Fixed price. It is the price governing in the market on the day of delivery or for a given period.

Sliding prices. These prices are quoted for machinery and equipment which require a long period of delivery.

Terms of Payment

Payments are to be effected within 30 days of the date of receipt by the Buyers of the following documents: Seller's invoice and complete set of Bills of Lading.

Delivery

The contract also names *the terms of delivery* and delivery schedule which is usually given in the enclosure to the contract.

Guarantee

One of the essential clauses of the contract is *the Guarantee Clause*. It says that the supplied equipment and technological process should be in conformity with the latest technical achievements and in full conformity with the technical documentation, technical specifications and conditions of the Contract. If during the guarantee period the equipment supplied by the Seller proves to have some defects the Seller undertakes to correct these defects or to replace the defective equipment at his own expense.

Packing and Marking

The contract names *Packing and Marking*.

Packing goods for export is a highly specialized job. The equipment should be shipped in export seaworthy packing. If the goods are improp-

perly packed and marked, the carrier may refuse to accept them. Packing can be external (outside) (crate, bag) and internal (inside) (box, pack, flask).

In case of consumer goods packing has a double function. On the one hand it is for protection. On the other - it is for advertising.

The Seller should be responsible for any damage or breakage of the goods caused by improper packing.

Marking should be made with indelible paint in two languages on three sides of the case.

Arbitration

In case of a breach of contract the injured party may go to court to sue for money damages, or for the contract to be rescinded, for injunction, or for specific performance if money damages would not compensate for the breach. Specific performance of a contract is the right by one contracting party to have the other contracting party perform the contract according to the precise terms agreed therein.

Transport

Insurance and other conditions

Every contract names *Insurance of Goods*.

All sensible businessmen now insure goods for the full value in order to obtain indemnity in case of damage or loss. Insurance is against such risk as fire, burglary, pilferage, damage by water, breakage or leakage.

Every contract contains a Force Majeure (Force Major) clause.

Force Majeure is a force against which you cannot act or fight. It usually includes natural disasters such as an earthquake, flood, fire, etc. It also names such contingencies as war, embargo, sanctions. The duration of a force majeure is, as a rule, 4 or 6 months. After that the Buyer has the right to cancel the contract. The Seller in this case has no right to claim any compensation for his losses.

Comprehension

2.5. Answer the following questions to discuss the details of the text. Use the text for reference:

1. Why is a contract drawn up in foreign trade transactions?
2. Is a contract made in writing or orally?
3. Must a contract have a standard form?
4. Why are standard contracts widely used?

5. May any articles be altered or supplemented?
6. What are the main items of a contract?
7. What does the subject clause of a contract name?
8. How is quality determined in the contract?
9. What kinds of prices may be stated in a contract?
10. Where is a delivery schedule usually given?
11. What does the Guarantee clause usually say?
12. Why is packing goods for export a highly specialized job?
13. Who is responsible for any breakage or damage of goods caused by improper packing?
14. Against what risks do all sensible businessmen insure goods?
15. Why does every contract contain a Force Majeure Clause?

2.6. Read the text attentively once again. Write the summary of the text.

2.7. Retell the text. Use the material of the tasks above for your retelling.

2.8. You have to write the text of the draft contract for the negotiations. The topic: purchasing contract, goods - technical equipment for processing plant; you are the representative of the Buyer. Use the scheme provided below.

CONTRACT

Manchester February 24, 2012

GreenGlass Ltd, hereinafter referred as: "Seller", with residence in Manchester, U.K., represented by Managing Director Mr.Goldsmith, and Food plant "Ukrhlib", hereinafter referred to as: "Buyer" with residence in Kyiv, Ukraine, represented by General Director Mr.Vodas.

Both parties recognising plenipotentiary representatives of the firms agreed in concluding and signing the contract which involves the following provisions:

1. Subject of the contract

The Seller shall sell and the Buyer shall purchase the new technological line for food processing industry, Model ZX245.

2. Terms of delivery and payment

The Seller is obliged to deliver the new processing line, Model ZX 245 within 30 working days after the signing of the contract if the payment was realised by the Buyer in the form of irrevocable, confirmed, indivisible letter of credit, to the account of the Seller not later than in 10 banking days after the contract was signed to the amount stipulated in the Supplement to the Contract.

3. Transportation

The line shall be shipped and delivered on FOB conditions to the port indicated by the Buyer. The Seller shall be in charge to pay all the expenses connected with transportation up to the frontier, and then the Buyer shall undertake all the taxes and duties existing on the territory of Ukraine.

4. Insurance

The line is insured by the Seller to the amount of 1 000 000 USD. In case of any damage during the transportation the losses shall be refunded to the Buyer.

The Seller shall provide the Buyer with 1 year guarantee for the line and all the necessary technical documentation. In the case of break down the specialist of the Seller shall be ready to assist to the Buyer free of charge within 2 years after the date of purchase.

5. Penalty

In the case if the Seller couldn't deliver the line in the mentioned above terms without any particular reason, the Seller should indemnify the Buyer all possible losses including 0,5 % penalty every day of the shipment delay, and the Contract should be considered annulled. In the case the Buyer failed to pay the contract within the term stipulated by the Contract, the Buyer should indemnify the Seller all the possible losses including 0,5 % penalty every day for the delay of payment.

6. Arbitration

All disputable questions should be presented to the Arbitrage Court of Great Britain or Ukraine by the agreement of the Seller and the Buyer.

7. Force major

In the case of the war, earthquake, flood or changes in the legislation or any other reasons which arise in the countries and couldn't be overcome by the parties because they are force major and last more than 30

days the parties have the right to inform each other about these conditions and not to fulfil their obligations under the Contract.

The Contract was done in duplicate. Both copies have equal juridical validity.

***Before writing your own contract read the lexical commentaries for better comprehension:**

hereinafter referred to as — называемый в дальнейшем

represented by sb — представленный кем-л., в лице кого-л.

with residence — с местонахождением

agree in concluding and signing the contract — договориться о заключении и подписании контракта

plenipotentiary representative — полномочный представитель

involve provision — содержать положение

be obliged to deliver — быть обязанным поставить

ship — отгрузить

supplement — дополнение

FOB conditions — FOB условия

undertake taxes and duties — брать на себя оплату налогов и сборов

insure — страховать

damage — ущерб

refund losses — возместить убытки

indemnify losses — возместить убытки

delay of payment — задержка платежа

disputable questions — спорные вопросы

Arbitrage Court — арбитражный суд

force major — форс мажор

earthquake — землетрясение

overcome — преодолеть

fulfil obligations — выполнять обязательства

duplicate — в двух экземплярах

equal juridical validity — одинаковая юридическая сила

on behalf of — от имени

to sue — предъявлять иск

2.9. You work as an Advertising Agent. You have to draw up the text of the Contract for one year advertising activity in mass media with a famous Chemical Company. Use the scheme provided below.

Terms and Conditions of Business.

These terms and conditions of business constitute the entire Contract ("the Contract"), between the Company and the Advertiser in relation to the publication of the Advertisement and shall be valid and binding the parties to the exclusion of all other terms and conditions.

Publication of the Advertisement

The Company shall arrange for the publication of the Advertisement in the format and on the publication date specified in the Supplement 1. Notwithstanding the above, it is agreed that all publication dates are subjected to confirmation by the Company, and may, accordingly, be changed without notice to the Advertiser due to the requirements of the Company or any other technical reason beyond the control of the Company.

Terms of Payment

Payment for the Advertisement will be made in USD for the amount, by the method and within the period specified in the Supplement 1.

Should payment not be made within the period agreed in Supplement 1, the Advertiser shall pay to the Company interest on the amount outstanding at a rate of 0,5 % per day from the due date of payment to the date when payment is actually received by the Company.

If the Contract is cancelled the Company will refund any payment made by the Advertiser within 60 days of the date of such cancellation without interest.

Preparation of the Advertisement

The Company will prepare the Advertisement in accordance with the material supplied by the Advertiser provided that such material is delivered to the Company within 15 days of the date of the Contract.

Responsibility of the Advertiser

The Advertiser shall be solely responsible for the contents of the Advertisement and agrees to indemnify and keep the Company indemnified from and against all costs, claims, demands and liabilities whatsoever paid, suffered or incurred by the Company as a result of the contents of the Advertisement. The Advertiser undertakes to the Company that the contents of the Advertisement will not in any way infringe any copyright or other intellectual property right or include any scandalous or unlawful material.

Responsibility of the Company

The Company shall be responsible for the composition and layout of the Advertisement. Any errors or omissions in the Advertisement must be brought to the Company's attention by notice in writing within 15 days of the date of publication of the Advertisement.

Governing Law and Jurisdiction

This Contract shall be governed in accordance with the laws of United States of America.

***Before writing your own contract look through the lexical commentaries for better comprehension.**

constitute — составлять

entire — полный, целый

advertiser — рекламодатель

be valid — быть действительным

bind the parties — обязывать стороны

arrange for the publication — договориться о публикации

specify — уточнять

notwithstanding the above — не принимая во внимание вышесказанное

be subject to confirmation by smb — требовать подтверждения кем-либо

beyond the control — вне контроля

pay interest — платить процент

at a rate — в размере

due date of payment — ожидаемая дата платежа

cancel the Contract — аннулировать контракт

solely — только

liability — ответственность

incur — привести к чему-л., быть причиной чего-л.

infringe copyright — нарушать авторское право

intellectual property right — право на интеллектуальную собственность

unlawful material — противозаконный материал

error — ошибка

omission — пропуск, упущение

by notice — по уведомлению

3.1. Read and translate the text «Contract»

Contract

The next day the businessmen meet at Mr. Smirnov's premises and Mr. Hill hands him over a copy of the Contract he has prepared.

Here is a part of the Contract.

International Management Ltd

Contract dated 2 March, 2011

This Contract is made between: *International Management Ltd*, London, United Kingdom, hereinafter referred to as Organiser and *Econom-training*, Moscow, Russian Federation, hereinafter referred to as Customer.

This Contract concerns the Programme for a Group of 10 senior bankers and foreign trade company executives (the Participants) from the Russian Federation as nominated by the Customer, scheduled to take place in London during 8 days in November, 2011. The exact dates are to be specified before 20 October.

Both parties to this Contract are bound by the terms and conditions of the Contract as set out below.

Article 3. Undertakings by the Organiser

- The Organiser shall provide Business Skills Courses during the Programme which shall collectively amount to not less than 15 hours of intensive classroom tuition, to be divided into 15 classroom "Sessions". Classroom Sessions shall take place on Training Days (Monday through Friday).

- The Organiser shall provide professional trainers to teach the Business Skills Courses who shall have appropriate professional and/ or academic experience and expertise.

- The Organiser shall provide an appropriate conference room at the Hotel in which the Business Skills Courses shall be conducted.

After Pete studied the Contract carefully, the businessmen sign two copies, one for each party.

Then Pete invites David to celebrate the event at the restaurant in the evening. The next day David leaves Moscow for St. Petersburg.

Vocabulary:

premises — помещение

at somebody's premises — в чьем-либо помещении
 a copy of the Contract he has prepared — один экземпляр контракта,
 который он подготовил
 dated — от
 The Contract is made — Данный контракт заключен
 to refer — ссылаться
 referred to as — именуемый
 Organiser — Организатор
 Customer — Заказчик, Покупатель
 to concern — касаться
 senior — старший
 executive — руководитель
 to nominate — назначать, определять, называть
 as nominated by — названный, определенный кем-либо
 to schedule — назначать, намечать, планировать
 scheduled — намеченный
 to specify — определять
 to be specified — быть определенным
 both — оба
 party — сторона
 both parties to the Contract — обе стороны, заключившие данный
 Контракт
 to bind — связывать
 to be bound by — быть связанным чем-либо
 terms — условия (частные, данные)
 conditions — условия (общие)
 terms and conditions — все условия
 as set out below — как указано далее
 article — пункт
 undertaking — обязательство
 to provide — обеспечивать
 skills — умение, мастерство, знания
 course — курс
 collectively — вместе
 to amount to not less than — составлять не менее
 tuition — обучение
 to divide — делить
 session — занятие

to train — обучать
 trainer — лектор, преподаватель
 to teach — учить
 appropriate — соответствующий
 experience — опыт
 expertise — знания
 to conduct — проводить
 shall be conducted — будут проводиться
 After he studied the Contract ... — Изучив контракт, он ...
 carefully — внимательно, аккуратно

3.2. Choose the sentences true to the text:

- The businessmen meet in the lounge to sign the Contract.
They meet in David's room of the hotel.
They meet in Pete's office.
- The Contract has been prepared by Pete.
The Contract has been prepared by David.
The Contract has been prepared by Nick.
- Unit 10 gives the complete text of the Contract.
Unit 10 gives a part of the Contract.
Unit 10 gives the complete text of one article.
- Pete studies the Contract carefully.
Pete doesn't read the Contract
Pete looks through the Contract.
- Pete invites David to the restaurant to celebrate the event.
Pete is very busy. He cannot invite David to celebrate the event
David invites Pete to the restaurant to celebrate the event.
- The next day David leaves for London.
The next day David leaves for St. Petersburg.
The next day David leaves for New York.

3.3. Find English equivalents in the text of the Contract:

1. Контракт от 2 марта
2. Контракт заключен между ...
3. именуемый в дальнейшем "Организатор"
4. именуемый в дальнейшем "Заказчик"
5. Предметом Контракта является Программа ..

6. участники, указанные Заказчиком
7. Программа, которая должна проходить в Лондоне
8. Точные даты должны быть определены до...
9. Обе стороны, заключившие данный Контракт, связаны условиями, указанными ниже
 10. обязанности Организатора
 11. Организатор обеспечивает проведение курса обучения деловым качествам (умениям).
 12. курс, который в целом составит не менее 15 часов
 13. интенсивное обучение в аудитории
 14. обучение, которое будет состоять из 15 аудиторных занятий
 15. с понедельника по пятницу
 16. для проведения курса обучения деловым качествам (умениям)
 17. лекторы, которые должны иметь соответствующий профессиональный и/ или научный опыт
 18. Организатор обеспечивает соответствующий конференц-зал, где будет проходить обучение.

3.4. Make sentences and translate them into Russian:

1. This Contract is made between
 - a) International Management Ltd and Economtraining
 - b) an English company and a Russian one
 - c) two parties
2. This Contract concerns
 - a) a training Programme for bankers
 - b) a training Programme for foreign trade businessmen
 - c) a training Programme for Russian executives
3. The exact dates are to be specified
 - a) in October
 - b) not later than 20 October
 - c) before 20 October
4. The Organiser shall provide
 - a) Business Skills Courses
 - b) professional trainers
 - c) a conference room

3.5. Translate into Russian:

1. International Management Ltd hereinafter referred to as Organiser
2. Economtraining hereinafter referred to as Customer
3. executives as nominated by the Customer
4. terms and conditions as set out below
5. tuition to be divided into 15 classroom sessions
6. experience and expertise
7. appropriate professional experience
8. appropriate professional experience and expertise
9. appropriate conference room
10. Business Skills Courses

3.6. Complete as in the text:

1. This Contract is made between ... Organiser and ... Customer.
2. Both parties ... bound ... set out below.
3. The Organiser shall ... trainers to teach ... Courses who shall have appropriate ...
4. The Organiser shall provide an appropriate ... in which the Business Skills Courses ...

Texts for reading and translation.

Text 1

How to Draw a Contract

Contract in law means to make an agreement for two parties or sometimes more than two parties. A contract is made only if it has all the elements of making a legal agreement, which can be enforced by the law or through a binding arbitration. However, contract is considered as an exchange of formal promises, which has a fixed remedy to it. Agreement is said to be agreed upon only when there is an instant acceptance, which has been accepted by both the parties. The parties should have a valid point to make a contract, and they should make sure that the contract is not impossible, illegal or trifling. The entire law of contract is based upon the Latin phrase *pacta sunt servanda*, which means that the agreement must be kept. The term 'Breach of Contract' is the law provided for the remedy of non-conformance to the contract. If there is a good

service between the two parties, then even an oral agreement can be binding between two people.

Practically, every party must have a proof of the agreement, which will prove all the important terms. This article will mainly give you knowledge on how to draw a contract. The rules of contracts are different in every country. There are various laws for contracts like the Roman law, socialist law and Islamic law. Here are some easy steps, which will give you information on how to draw a contract.

Steps:

First, you will have to start with some basic information. Choose correct information, which will give all the details of how you must proceed with the contract. The points to be considered while drawing a contract. If you are drawing a contract for your business, then your contract must clearly state, what you will be offering to your clients.

Always make sure that your contract is readable. Always remember that a contract must not have difficult language, which no one can understand properly. Give your client a contract, which will clearly state the information that is given in a template, and will show that it is a readable document.

Explain the indiscretions that your client cannot understand. Make sure that both the parties read the contract carefully, before any of you decides to sign the contract. This will help both the parties to discuss the important points, and to decide about things that need to be changed. Reading a contract before signing will also help the parties to make the changes if any. Always remember that both the parties must be satisfied with the points stated in the contract.

Look for a simple template to begin your contract. If possible have a look at some other contracts; this will give you a rough idea of what you need to add. Look at the format of the contract and make your contract similar to it. You will find some things in the sample contract, which you would like to add in your contract. Try to make your contract as informative as possible.

Leave some blank spaces at the points where important information is given, and you make changes if required later. Always remember to leave blank spaces at places like dates, names and place where special disclaimer needs to be mentioned by the other party. Try to leave blank spaces at the place where your client needs to add some information, or for some unique information, which needs to be added later.

Make at least two extra copies of your contract. While presenting the contract, make sure that all the extra copies of your documents have the original signatures. Now, both you and your client will have a copy of this agreement with original signatures, and information that cannot be altered after signing.

Tips and Warnings:

Make a soft copy of your contract and save it on your computer for instant access. If there is any problem in your contract, then it is always advised to seek legal advice.

Text 2

Contract for sales of goods (1)

1. The seller hereby undertakes to transfer and deliver to the buyer on or before _____, 20__, the following described goods:
2. The buyer hereby undertakes to accept the goods and pay for them in accordance with the terms of the contract.
3. It is agreed that identification shall not be deemed to have been made until both the buyer and the seller have agreed that the goods in question are to be appropriated to the performance of the contract with the buyer.
4. The buyer shall make payment for the goods at the time when and at the place where the goods are received by him.
5. Goods shall be deemed received by the buyer when received by him.
6. The risk of loss from any casualty to the goods regardless of the cause thereof shall be on the seller until the goods have been accepted by the buyer.

7. The seller warrants that the goods are now free and at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. The seller further warrants that at the time of signing this contract he neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to his rights in the goods.

9. The buyer shall have the right to examine the goods on arrival, and within business days after such delivery he must give notice to the seller of any claim for damages on account of the condition, quality, or grade of the property, and must specify the basis of his claim in detail. The failure of the buyer to comply with these rules shall constitute irrevocable acceptance of the goods.

10. Executed in duplicate, one copy of which was delivered to and retained by the buyer, the day and year first above written.

(Signatures)

Text 3

Contract for sales of goods (2)

Seller hereby agrees to transfer and deliver to buyer, on or before (date), the following goods: _____ Buyer agrees to accept the goods and pay for them in accordance with the terms of the contract.

Buyer and Seller agree that identification shall not be deemed to have been made until both parties have agreed that the goods in question are to be appropriated and fulfill the requirements of performance of said contract with the Buyer.

Buyer agrees to pay for the goods at the time they are delivered and at the place where he receives said goods. Goods shall be deemed received by Buyer when delivered to address of Buyer as herein described.

Until such time as said goods have been received by Buyer, all risk of loss from any casualty to said goods shall be on Seller.

Seller warrants that the goods are now free from any security interest or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows nor has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

Buyer has the right to examine the goods on arrival and has (number) of days to notify Seller of any claim for damages on account of the condition, grade or quality of the goods. That said notice must specifically set forth the basis of his claim, and that his failure to either notice Seller within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the goods.

This agreement has been executed in duplicate, whereby both Buyer and Seller have retained one copy each, on (date).

(Signatures)

Appendix 1

Contract information:

В основе формальных взаимоотношений юридических лиц лежат нормативные документы, регулирующие права и обязанности сторон по отношению друг к другу. Наше исследование юридической лексики английского языка посвящено словообразованию и идиоматике, используемым при заключении договоров между компаниями. Словарные единицы, составляющие этот лексический пласт, употребляются во время переговоров и при подписании документов двустороннего характера.

Сделка (bargain, deal, transaction)

– по российскому праву это действие физического или юридического лица, направленное на установление, изменение или прекращение гражданских прав и обязанностей. Сделка признается действительной при соблюдении ряда условий:

– если она заключена дееспособными (*дееспособность = active capacity*) гражданами;

– совершена на основе сознательного волеизъявления *сторон (party, side)*;

– осуществлена в соответствии с целями уставной деятельности (*устав = articles, constitution, memorandum*) *юридических лиц (artificial person, juridical person, legal entity)*.

Наиболее распространенным видом сделки является *договор (contract, agreement)* – соглашение двух или более сторон. Этим термином обозначают как *гражданское правоотношение (legal relation)*, возникшее из договора, так и *документ (document)*, в котором изложены *условия и положения договора (terms and conditions)*, заключенного в письменной форме. Одностороннее изменение условий договора не допускается.

Существуют следующие виды договоров: *консенсуальные (consensual)*, для которых достаточно соглашения сторон, и *реальные (real)*, для которых необходима еще и фактическая передача имущества, являющегося *предметом договора (matter of contract, subject of contract)*.

Большинство договоров – возмездные; каждый из участников договора получает то или иное благоприобретение: *имущество (belongings, property)*, *деньги (money)*, *услуги (services)*, *права (rights)*. Примерами *безвозмездных договоров (contract of beneficence, gratuitous contract)* могут быть *дарение (donation, gift)*, *безвозмездное хранение (bailment, storing)* и т.п.

В зависимости от юридических последствий различают договоры окончательные и предварительные. *Окончательный (final)* наделяет стороны правами и обязанностями, направленными на достижение поставленных ими целей. *Предварительный договор (inchoate contract)* порождает для сторон обязательство заключить договор в будущем или дополнительно согласовать некоторые его условия. Такие договоры нередко используются во *внешней торговле (foreign trade)* в виде *протокола намерения (letter of intent)*.

Если договор содержит несколько независимых одно от другого *обязательств (obligation)*, его называют *делимым (separable)*, в противном случае – *неделимым (entire)*.

По форме заключения договоры делятся на *простые (parol, simple)* и *нотариально удостоверенные, или договоры за печатью (contract under seal, specialty /contract)*.

В правовом аспекте *условия договора (terms)* делятся на:

– *существенные (essential terms/conditions)*, без которых договор не имел бы юридической силы, и нарушение которых приводит к *расторжению договора (rescission)*;

– *простые (warranties)*, при нарушении которых возмещаются убытки, но не расторгается договор;

– *обычные (usual terms)*, типичные для договоров определенного вида и предусмотренные законодательством;

– *случайные или побочные (contingent terms)*, которые стороны согласовывают в дополнение к обычным.

Договор, в котором согласованы *существенные условия (essential terms/conditions)*, а менее важные остались открытыми для обсуждения или не оговариваются, считается *открытым (open)*.

Если контракт вступает в силу и приобретает формальное качество договора за печатью лишь после исполнения указанного в нем условия, его называют *договором под отлагательным условием (conditional contract, escrow)*.

Обратите внимание на то, что *terms* переводится как «*условия*» только во множественном числе. Например, *terms of payment* означает «*условия платежа*», а *term of payment* – «*срок платежа*»; *terms* является эквивалентом понятия «условия договора» в общем смысле – различные виды условий переводятся иначе (см. выше).

Договорной процесс начинается с направления другой стороне предложения заключить договор – *оферты (offer)*. Согласие с офертой именуется *акцептом (acceptance)*, и его получение считается заключением договора. Последнее возможно и путем подписания сторонами заранее подготовленного текста.

Продление срока действия договора сверх предусмотренного при его заключении срока называется *продлонгацией (prolongation)*. Она производится либо путем заключения специального соглашения (протокола) о продлении договора на определенный срок, либо путем включения условия о продлении в текст договора, т.е. автоматически.

В случае *неисполнения (failure to perform, non-fulfillment, non-performance, default)* или ненадлежащего исполнения договора сто-

роны несут гражданско-правовую ответственность, заключающуюся в уплате предусмотренной законом или договором *неустойки (forfeit, penalty)* и возмещении *причиненных убытков (damages)*, что не освобождает от обязанности *исполнить заключенный договор в натуре (specific performance)*, т.е. в соответствии с его условиями.

Неисполнение договора возможно также под действием *обстоятельств непреодолимой силы (act of God, act of Providence, force majeure, insuperable force, vis major)*. Под ними подразумевается чрезвычайное и непредотвратимое при данных условиях событие (стихийное бедствие либо общественный катаклизм), вынудившее лицо, обязанное в данном правоотношении, нарушить договорное обязательство или причинить иной *внедоговорный вред (harm)*, который не мог быть предотвращен не только этим лицом, но и любым другим, сходным с ним по роду и условиям деятельности.

Как правило, *должник (debtor)* освобождается от ответственности за нарушение обязательства в связи с действием непреодолимой силы, как *невиновный правонарушитель (transgressor, wrongdoer)*.

Ситуация, когда одна из сторон сообщает другой стороне неверные сведения о важных элементах сделки либо умалчивает об их подлинном существовании преднамеренно, носит название *обмана (deceit, defraudation, fraud)*.

Следует различать *обманные сделки и введение в заблуждение (false representation, misrepresentation, заблуждение = misconception, mistake)*, проходящие по разным статьям гражданского кодекса.

Слово *contract* в английском языке употребляется в связи с внутригосударственными соглашениями и другими видами договоров, кроме межгосударственных. Эквивалентом международного договора является слово *treaty*.

Международный договор – это соглашение между *государствами (states)* и другими субъектами *международного права (international law, law of nations)* по различным вопросам их взаимных и международных отношений, устанавливающее для его участников международные права и обязанности; является главным источником международного права.

Также используется понятие *соглашения (agreement, arrangement)*. *Agreement* ближе по смыслу к «договору», а *arrangement* – к «договоренности». Поэтому, например, понятие «соглашение с кредиторами» переводится как *arrangement with creditors*, в то время как *соглашение, исполняемое в момент заключения*, и *соглашение с исполнением в будущем* переводятся как *executed agreement* и *executory agreement*, соответственно.

Appendix 2

Business terms:

Агентский договор — agency
Адресат оферты — offeree
Валюта сделки — currency of transaction
Взаимное условие — condition concurrent
Виновная сторона — party at/in fault
Возмещение вреда — indemnification
Встречная оферта — counter offer
Гражданская ответственность — liability
Договор имущественного найма движимости — hiring
Договор купли-продажи — bargain and sale
Договор личного найма — hiring
Договор о взаимной помощи — treaty of mutual assistance
Договор, облеченный в публичный акт — contract of record
Договор, предусматривающий ответственность должников порознь — several contract
Договор фрахтования — contract of affreightment, fixture
Договор хранения — contract of bailment
Договорное право — law of contract
Договорные отношения — privity
Документ за печатью — deed
Должник, нарушивший обязательство — defaulting debtor
Иск из договора — action in contract
Иск о взыскании убытков — action for damages

Исполнение обязательств — fulfillment of obligations
 Исходящие документы — outgoing documents
 Мнимая сделка — imaginary deal
 Нарушение договора — breach of contract, contractual delinquency
 Невыполнение обязательств — default on obligations
 Недееспособность — disability
 Недействительная сделка — invalid transaction
 Ограничительное условие — restrictive condition
 Односторонний документ за печатью — deed poll
 Оказанные услуги — performed services
 Оспоримый (договор, сделка) — voidable
 Отступные — compensation for termination of contract
 Оферент, или лицо, делающее предложение — offeror
 Оферта без обязательств — free offer
 Пеня — fine
 Первичный документ — basic document
 Поглощение (прав и обязанностей меньшей силы правами и обязанностями большей силы) — merger, take-over
 Полномочие — authority
 Поручение — contract of agency
 Правоспособность — legal capacity
 Предварительное условие — condition precedent
 Противозаконность в силу законодательства — statutory illegality
 Служебные документы — in-house documents, internal documents
 Соглашение о закупках — purchasing arrangement
 Соглашение о замене исполнения — accord and satisfaction
 Срок исполнения договора — term of contract
 Сторона, не выполняющая обязанностей — defaulter
 Сторона, обязанная по договору — party to be charged
 Твердая оферта — firm offer
 Торговый договор (межгосударственный) — commercial treaty

Abbreviations:

Acpt. — acceptance — акцепт
 a/d — after date — от сего числа, от даты
 afsd — aforesaid — вышеупомянутый
 agst — against — против
 agt — 1) agent — агент; 2) agreement — соглашение
 amt — amount — количество
 a/o — account of — за счет коголибо
 a/or — and/or — и/или
 Appd — approved — одобренный, утвержденный
 asf — and so forth — и т.д.
 Bros. — brothers — братья (в названиях фирм)
 bt. — bought — купленный
 C. — 1) collected — полученный; 2) contract — контракт
 C/A — commercial agent — торговый — агент
 cfmd — confirmed — подтверждено
 ch.pd. — charges paid — расходы оплачены
 CL — clause — пункт, статья контракта
 D/A — documents attached — документы прилагаются
 dct. — document — документ
 Dr — debtor — должник
 E & OE, e. and o.e. — errors and omissions excepted — исключая ошибки и пропуски
 E.A.O.N., e.a.o.n. — except as otherwise noted — за исключением тех случаев, когда указано иначе
 e.g. — exempli gratia (лат.) — например
 e.o.d. — every other day — раз в два дня, через день
 E.O.M. — 1) end of month — в конце месяца; 2) every other month — раз в два месяца
 etc. — et cetera (лат.) — и т.д.
 exc. — except — исключая
 ex(p)s — expenses — расходы
 F.C.V. — full contract value — полная стоимость контракта
 ff — following — следующий
 G.A., G/A — general agent — генеральный агент

GT — greater than — больше чем
 Govt. — government — правительство, правительственный
 ib (id) — Ibidem (лат.) — там же, в том же месте
 i.e. — id est (лат.) — то есть
 L. — 1) law — закон, право; 2) legal — юридический, законный
 L/A — letter of authority — доверенность
 m/d, M/D — months after date — через ... месяцев от сего числа
 MGR, mgr. — manager — менеджер, управляющий
 n/e — not exceeding — не превышающий
 n.e.i. — not elsewhere indicated — не указанный где-либо в другом месте
 noibn — not otherwise indexed by name — другое наименование не указано
 nor., N.O.P. — not otherwise provided for — иначе не предусмотренный, только для указанных целей
 nos., N.O.S. — not otherwise stated — иначе не указанный
 o/d, O.D. — on demand — по требованию
 O.K. — all correct — все в порядке, все правильно
 O/O — order of — по приказу, по распоряжению кого-либо
 OT, o/t — old terms — прежние условия
 pd — paid — уплачено
 Plc — public limited company — открытое акционерное общество
 pp — pages — страницы
 ppt — prompt — срочный
 pry — priority — приоритет
 ps — pieces — ... штук
 P.T.O. — please turn over — см. на обороте
 qty — quantity — количество
 qual. — quality — качество
 Rp. — representative — представитель
 s.a. — subject of approval — подлежит одобрению или утверждению
 sgd — signed — подписанный
 spec. — specification — спецификация
 u.c.e. — unforeseen circumstances excepted — исключая непредвиденные обстоятельства
 u.t. — usual terms — обычные условия

u.u.r. — under usual reserve — с обычной оговоркой
 vs. — versus (лат.) — против, в сравнении с...
 viz. — videlicet (лат.) — а именно
 w.c. — without charge — бесплатно
 w.e.f. — with effect from — вступающий в силу (с такого-то числа)
 wk — week — неделя
 Y(r) — year — год

Appendix 4

Sample contract.

Рассмотрим типичный договор на английском языке с построчным переводом его на русский. Именно типичный, но не типовый договор, ибо последний представляет собой готовый для заполнения и подписания текст, находящийся в распоряжении компании. Особого внимания заслуживает английская пунктуация, по определению более свободная, нежели в русском языке.

CONTRACT No.234/567	КОНТРАКТ № 234/567
Moscow	Москва
[Date] [Company Name], hereinafter referred to as the Sellers, on the one hand and [Company Name], hereinafter referred to as the Buyers, on the other hand have concluded the present Contract as follows:	[Дата] [наименование компании], именуемый в дальнейшем Продавец, с одной стороны, и [наименование компании], именуемый в дальнейшем Покупатель, с другой стороны, заключили настоящий контракт о нижеследующем:

Обратите внимание на употребление здесь и далее времени Present Perfect Tense.

1. Subject of the Contract	1. Предмет контракта
The Sellers have sold and the Buyers have bought the goods to the amount of ___ in the quantity, assortment, at prices and accord-	Продавец продал, а Покупатель купил товара на сумму ___ в количестве, ассортименте, по ценам и в соответствии с техническими ус-

ing to technical conditions as stated in Supplements No.1, 2... which are the integral part of the present Contract.	ловиями, указанными в приложениях №№ 1, 2..., которые являются неотъемлемой частью настоящего контракта.
--	--

В некоторых случаях, таких как данная ссылка на приложения к договору, артикль может опускаться: Supplements вместо the Supplements.

2. Price and Total Amount of the Contract	2. Цена и общая сумма контракта
The prices for the goods are fixed in [Currency]. The Total Amount of the present Contract is ____.	Цены на товары устанавливаются в [валюта]. Общая сумма настоящего контракта составляет ____.
3. Dates of Delivery	3. Сроки поставки
Delivery of the goods under the present Contract should be effected within the dates stipulated in the Supplement No. __ to the present Contract.	Поставка товаров по настоящему контракту должна быть произведена в сроки, указанные в Приложении № __ к данному контракту.

Для обозначения долженствования в согласии с условиями контракта со смысловой частью сказуемого в предложении употребляется модальный глагол should.

4. Quality of the Goods	4. Качество товара
The quality of the goods should conform to the technical conditions stated in the Supplement No. ...	Качество поставляемых изделий должно соответствовать техническим условиям, указанным в Приложении №...
5. Packing and Marking	5. Упаковка и маркировка
Tare and inner packing should secure full safety of the goods and protect the goods from any damages during transportation	Тара и внутренняя упаковка должны обеспечивать полную сохранность и предохранять товар от повреждений при транспортировке

by all kinds of transportation means taking into consideration transshipments. Each case is to be marked with indelible paint as following:	всеми видами транспорта с учетом перевалок. На каждом месте несмываемой краской должна быть нанесена маркировка, содержащая следующие данные:
Case No. __ Contract No. __ Consignor __ Consignee __ Gross Weight __ Net Weight __	Место № __ Контракт № __ Грузоотправитель __ Грузополучатель __ Вес брутто __ Вес нетто __
6. Payment	6. Платеж
Payment for the goods delivered is effected in [Currency] under an irrevocable, confirmed divisible Letter of Credit established by the Buyer with the Bank [Bank Name]. The terms and conditions of the Letter of Credit should correspond to the terms and conditions of the Contract; the terms which are not included in the Contract to be not inserted in the Letter of Credit.	Расчеты за поставленный товар производятся в [валюта] по безотзывному, подтвержденному, делимому аккредитиву, открытому Покупателем в [наименование банка]. Условия аккредитива должны соответствовать условиям контракта; условия, которые не были включены в контракт, не должны быть включены в аккредитив.

Сказуемое, в только что рассмотренной и в нижеследующей фразах, выражено инфинитивом (в предыдущем предложении он имеет пассивный залог), что также является канцелярской нормой.

The Letter of Credit to be available against presentation of the following documents:	Платеж с аккредитива производится против документов:
1) Full set of clean onboard Bills of Lading;	1) полного комплекта чистых бортовых коносаментов;
2) Invoice in triplicate;	2) счета в трех экземплярах;
3) Specification stating Contract No.;	3) спецификации с указанием номера контракта;
4) Quality Certificate issued by the Seller in duplicate.	4) сертификата о качестве товара, выданного Продавцом в двух экземплярах.

	плярах.
The Sellers should submit the above-said documents to the Bank for payment within ___ days after loading of the goods.	Продавец обязан вышеперечисленные документы предъявить в Банк для оплаты в течение ___ дней после погрузки товара.
Should the Sellers fail to do this he is to bear the expenses for prolongation of the Letter of Credit.	В случае нарушения данного условия, Продавец несет расходы по пролонгации аккредитива.

Сложноподчиненная связь между обстоятельством и главным предложением осуществлена за счет инверсии модального глагола should и подлежащего the Sellers. Долженствование в сказуемом главного предложения выражено партитивным залогом глагола to bear: ... is to bear... (to be to do something). Эта форма несколько отличается по смыслу от других оборотов долженствования (must do someth., should do someth., to have to do someth., to have got to do someth. etc) и характеризует фактуру казенного текста.

7. Claims	7. Рекламации
Claims in respect of the quantity in case of shortage inside the case may be submitted by the Buyers to the Sellers not later than ___ days and in respect of the quality of the goods in case of non-conformity of same to that stipulated by the Contract not later than ___ days after the arrival of the goods at the port of destination.	Рекламации в отношении количества в случае внутритарной недостачи могут быть заявлены Покупателем Продавцу в течение ___ дней, а в отношении качества – в течение ___ дней с момента поступления товара в порт назначения.

В юридических и коммерческих текстах в значении повторения вышеупомянутого (он, его и т.д.) часто употребляется существительное same, которое в подобной ситуации не следует путать с таким же указательным местоимением или наречием.

Contents and ground of the claim should be certified either by Expert's Report or by a Report made	Содержание и обоснование рекламации должно быть подтверждено либо актом экспертизы, либо актом,
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up with the participation of a representative of an uninterested competent organization.	составленным с участием незаинтересованной компетентной организации.
The Sellers should consider the received claim with in ___ days counting the date of its receipt. In case of no reply from the Sellers after expiration of the said date the claim will be considered as admitted by the Sellers.	Продавец обязан рассмотреть полученную рекламацию в течение ___ дней, учитывая дату получения. Если по истечении указанного срока от Продавца не последует ответа, рекламация считается признанной Продавцом.
The Buyers have the right to return to the Sellers the rejected goods for their replacement with the goods of proper quality.	Покупатель имеет право потребовать от Продавца заменить забракованный товар товаром хорошего качества.

Обратите внимание на предлоги, вводящие субъект и объект страдательного залога. В русском языке в обоих случаях употребляется один, творительный, падеж: замена, произведенная продавцом (тв. падеж); заменить товаром (тв. падеж). В английском же языке данные понятия вводятся соответственно предлогами by и with: to be replaced by the sellers; replacement with the goods. То есть когда речь идет о субъекте действия, об исполнителе, мы употребляем предлог by. Когда же описывается объект приложения действия, используется предлог with: The rejected goods must be replaced by the Sellers with the goods of proper quality.

8. Arbitration	8. Арбитраж
All disputes and differences which may arise out of the present Contract or in connection with the same are to be settled without application to State courts by the International Commercial Arbitration Court at Chamber of commerce, Moscow in accordance with the which are final and binding upon both Parties.	Все споры и разногласия, которые могут возникнуть из настоящего контракта или в связи с ним, подлежат рассмотрению, с исключением обращения сторон в общие суды, в Международном Коммерческом Арбитражном суде при Торгово-промышленной палате в г. Москве, в соответствии с Регламентом этого суда, решения кото-

	рого являются окончательными и обязательными для обеих сторон.
9. Force-majeure	9. Форс-мажор
Should any circumstances arise which prevent complete or partial fulfillment by any of the Parties of their respective obligations under the present Contract namely: fire, acts of God, war, military operations of any kind, blockade, prohibition of export or import or any other circumstances beyond the control of Parties, the time stipulated for the fulfillment of such obligations shall be extended for the period equal to that during which such circumstances will remain in force.	При наступлении обстоятельств невозможности полного или частичного исполнения любой из сторон обязательств по настоящему контракту, а именно: пожара, стихийных бедствий, войны, военных операций любого характера, блокады, запрещений экспорта или импорта, или других, не зависящих от сторон обстоятельств, срок исполнения обязательств отодвигается соразмерно времени, в течение которого будут действовать такие обстоятельства.

В отличие от требований синтаксиса русского языка, в английском языке возможен ввод придаточного предложения, распространяющего подлежащее, после сказуемого: Any circumstances (подл.) arise (сказ.) which prevent fulfillment (прид. предл.). В русском языке подобная фраза звучала бы следующим образом: Любые обстоятельства (подл.), которые мешают исполнению (прид. предл.), возникают (сказ.)...

Should the above circumstances continue to be in force for more than ___ months, each Party shall have the right to refuse any further fulfillment of the obligations under the Contract and in such case neither of the Parties shall have the right to make a demand upon the other Party for the compensation of any possible damages.	Если эти обстоятельства будут продолжаться более ___ месяцев, каждая из сторон будет иметь право отказаться от дальнейшего исполнения обязательств по контракту, и в этом случае ни одна из сторон не будет иметь права на возмещение другой стороной возможных убытков.
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В случаях конкретизации, выделения одного лица либо явления из ряда себе подобных в английском языке используются неопределенное местоимение each (of) и отрицательное местоимение neither (of). Их не следует путать, соответственно, с неопределенным местоимением every и с отрицательным местоимением none, использование которых предполагает отсутствие в контексте каких бы то ни было исключений.

The Party for whom it becomes impossible to meet their obligation under the present Contract, shall immediately advise the other Party as regards the beginning and the cessation of the circumstances preventing the fulfillment of their obligations.	Сторона, для которой создалась невозможность исполнения обязательств по контракту, должна о наступлении и прекращении обстоятельств, препятствующих исполнению обязательств, немедленно извещать другую сторону.
10. Other Conditions	10. Другие условия
All dues, taxes and customs duties levied in the territory of the Seller's country connected with execution of the present Contract are to be paid by the Sellers and for their account.	Все сборы, налоги и таможенные платежи на территории страны Продавца, связанные с выполнением настоящего контракта, оплачиваются продавцом и за его счет.

Обратите внимание на то, что глагол to levy, обозначающий «сбирать, взимать (налоги), облагать (налогом), налагать (штраф), взыскивать (долг)», в русском эквиваленте опускается.

From the moment of signing the present Contract all the previous negotiations and correspondence connected with same are null and void.	С момента подписания настоящего контракта все предыдущие переговоры и переписка по нему теряют силу.
None of the Parties has the right to assign their right and obligations under the present Contract without written consent of the other Party.	Ни одна из сторон не вправе передать свои права и обязательства по контракту без письменного на то согласия другой стороны.

Any amendments and supplements to the present Contract are valid only if made in writing and signed by duly authorized representatives of both Parties.	Всякие изменения и дополнения к настоящему контракту будут действительны лишь при условии, если они совершены в письменной форме и подписаны уполномоченными на то лицами обеих сторон.
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Если оба простых предложения в составе сложного имеют одно и то же подлежащее, во втором оно может опускаться: Any amendments are valid only if [they are] made in writing.

The present Contract is made up in two copies both having the same value.	Настоящий контракт составлен в двух экземплярах, причем оба экземпляра имеют одинаковую силу.
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11. Legal Addresses of the Parties	11. Юридические адреса сторон
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4.3. ДЕЛОВАЯ ПЕРЕПИСКА

Guide to Basic Business Letters

1. Study the information attentively and try to understand and remember as much as you can.

The basics of good business letter writing are easy to learn. The following guide provides the phrases that are usually found in any standard business letter. This basic of business letters are important because certain formulas are recognized and handled accordingly.

Think of a basic business letter in three steps:

1. Introduction - The reason for writing

The introduction helps the reader understand in which context the letter should be considered. Possibilities include job interview inquires, business opportunity requests, complaints, and more. Each type of business letter has its own standard phrases which you can find in this this guide to different types of business letters.

2. Details - What you would like to accomplish

The detail section of a business letter is extremely important. This is where you achieve your goals in writing a business letter.

3. Conclusion / Next Steps - What you would like to happen in the future

Provide a call for future action. This can be a chance to talk in person, a follow-up letter or more. It's important and expected to make it clear what you would like for the next step from the person reading your business letter.

The phrases presented in this guide provide a frame and introduction to the content of business letters. At the end of this guide, you will find links to sites that give tips on the difficult part of writing successful business letters - arguing your business objective. By using these standard phrases, you can give a professional tone to your English business letters. Once you understand these basics, you can refine your business letter writing skills by focusing on different types of business letters, as

well as other business documents to refine your skills for your business needs at your employers or your own small business organization.

The Start

The start of any business letter begins by addressing the recipient of the letter.

Dear Personnel Director,

Dear Sir or Madam: (use if you don't know who you are writing to)

Dear Dr, Mr, Mrs, Miss or Ms Smith: (use if you know who you are writing to, and have a formal relationship with - VERY IMPORTANT use Ms for women unless asked to use Mrs or Miss)

Dear Frank: (use if the person is a close business contact or friend)

Note: If you are unsure how formal you should be, always choose a more formal form. Writing to a specific person is always preferred if at all possible.

The Reference

Begin by referencing a specific conversation or other contact means. If this is the first letter in a conversation, you can also provide the reason for writing.

With reference to your advertisement in the Times, your letter of 23rd March,

your phone call today,

Thank you for your letter of March 5th .

The Reason for Writing

I am writing to...

- ... inquire about
- ... apologize for
- ... confirm
- ... comment on
- ... apply for

Examples:

I am writing to inquire about the position posted in The Daily Mail.

I am writing to confirm the shipment details on order # 2346.

I am writing to apologize for the difficulties you experienced last week at our branch.

Once you have introduced the reason for writing your business letter, move on to stating more specifically the purpose of your letter. Here are a number of possibilities:

Requesting

Could you possibly?

I would be grateful if you could

Agreeing to Requests

I would be delighted to

Giving Bad News

Unfortunately

I am afraid that

Examples:

Could you possibly forward your job requirements?

I am afraid that I will be able to attend the conference next week.

I would be delighted to give you a tour of our facility this coming month.

Enclosing Documents

I am enclosing

Please find enclosed

Enclosed you will find

Closing Remarks

Thank you for your help Please contact us again if we can help in any way.
there are any problems.
you have any questions.

Reference to Future Contact

I look forward to ...
hearing from you soon.
meeting you next Tuesday.
seeing you next Thursday.

The Finish

Yours faithfully, (If you don't know the name of the person you're writing to)

Yours sincerely, (If you know the name of the person you're writing to)

Best wishes,

Best regards, (If the person is a close business contact or friend)

Sample Letter

Here is a sample letter using some of these forms:

Ken's Cheese House
34 Chatley Avenue
Seattle, WA 98765
Tel:
Fax:
Email: kenny@cheese.com

October 23, 2012

Fred Flintstone
Sales Manager
Cheese Specialists Inc.
456 Rubble Road
Rockville, IL

Dear Mr Flintstone:

With reference to our telephone conversation today, I am writing to confirm your order for: 120 x Cheddar Deluxe Ref. No. 856

The order will be shipped within three days via UPS and should arrive at your store in about 10 days.

Please contact us again if we can help in any way.

Yours sincerely,

Kenneth Beare
Director of Ken's Cheese House

Образец делового письма на английском:

Mr Nikolay Roshin
ABC-company
Office 2002, Entrance 1B
Tverskaya Street
Moscow
RUSSIA

20 June 2012

Dear Nikolay,

I'm writing to you in regard of your enquiry. Please find enclosed our information pack which contains our brochures and general details on our schools and summer centres.

In England we have two schools, Brighton and Bath, both beautiful locations which I am sure you and your students will like. Our schools are located in attractive premises in convenient, central positions. Brighton is a clean and safe town with a beautiful bay and countryside nearby. Bath is one of the most famous historic cities in England, famous for its Georgian architecture and Roman Baths.

Accommodation is provided in host families chosen for the ability to provide comfortable homes, a friendly welcome and a suitable environment, in which students can practice English and enjoy their stay. We

have full-time Activities Organisers responsible for sports, cultural activities and weekly excursions.

Please complete and return the enclosed registration form in order to receive more brochures and other promotional materials.

I look forward to hearing from you and later hope to welcome your students to our schools and summer centres.

Yours sincerely,

Tomas Green
Managing Director

2. Read the phrases and study the word combinations and sentences to show how to use them for writing business letters in English.

Useful key phrases for Writing Business Letters

This sheet focuses on core vocabulary and phrases used when writing business letters or e-mails in English. This business writing reference can be used in English for specific purposes classes as a starting point for students who need to use English on an everyday basis for written business communications.

Key Phrases

1. Обращение.	
Dear Sirs, Dear Sir or Madam	(если вам не известно имя адресата)
Dear Mr, Mrs, Miss or Ms	(если вам известно имя адресата; в том случае когда вы не знаете семейное положение женщины следует писать Ms, грубой ошибкой является использование фразы "Mrs or Miss")
Dear Frank,	(В обращении к знакомому человеку)
2. Вступление, предыдущее общение.	
Thank you for your e-mail of (date)...	Спасибо за ваше письмо от (числа)
Further to your last e-mail...	Отвечая на ваше письмо...
I apologise for not getting in contact with you before now...	Я прошу прощения, что до сих пор не написал вам...
Thank you for your letter of the 5th of March.	Спасибо за ваше письмо от 5 Марта
With reference to your letter of 23rd March	Относительно вашего письма от 23 Марта
With reference to your advertisement in «The Times»	Относительно вашей рекламы в Таймс
3. Указание причин написания письма.	
I am writing to enquire about	Я пишу вам, чтобы узнать...
I am writing to apologise for	Я пишу вам, чтобы извиниться

	за...
I am writing to confirm	Я пишу вам, что бы подтвердить...
I am writing in connection with	Я пишу вам в связи с ...
We would like to point out that...	Мы хотели бы обратить ваше внимание на ...
4. Просьба.	
I would be grateful if you could ...	Я был бы признателен вам, если бы вы ...
I would like to receive	Я бы хотел получить.....
Please could you send me...	Не могли бы вы выслать мне...
5. Соглашение с условиями.	
I would be delighted to ...	Я был бы рад ...
I would be happy to	Я был бы счастлив...
I would be glad to	Я был бы рад...
6. Сообщение плохих новостей.	
Unfortunately ...	К сожалению...
I am afraid that ...	Боюсь, что...
I am sorry to inform you that	Мне тяжело сообщать вам, но ...
We regret to inform you that...	К сожалению, мы вынуждены сообщить вам о...
7. Приложение к письму дополнительных материалов.	
We are pleased to enclose ...	Мы с удовольствием вкладываем...
Attached you will find ...	В прикрепленном файле вы найдете...
We enclose ...	Мы прилагаем...
Please find attached (for e-mails)	Вы найдете прикрепленный файл...

8. Высказывание благодарности за проявленный интерес.	
Thank you for your letter of	Спасибо за ваше письмо
Thank you for enquiring	Спасибо за проявленный интерес...
We would like to thank you for your letter of ...	Мы хотели бы поблагодарить вас за...
9. Переход к другой теме.	
We would also like to inform you ...	Мы так же хотели бы сообщить вам о...
Regarding your question about ...	Относительно вашего вопроса о...
In answer to your question (enquiry) about ...	В ответ на ваш вопрос о...
I also wonder if...	Меня также интересует...
10. Дополнительные вопросы.	
I am a little unsure about...	Я немного не уверен в ...
I do not fully understand what...	Я не до конца понял...
Could you possibly explain...	Не могли бы вы объяснить...
11. Передача информации.	
I'm writing to let you know that...	Я пишу, чтобы сообщить о ...
We are able to confirm to you...	Мы можем подтвердить ...
I am delighted to tell you that...	Мы с удовольствием сообщаем о ...
We regret to inform you that...	К сожалению, мы вынуждены сообщить вам о...
12. Предложение своей помощи.	
Would you like me to...?	Могу ли я (сделать)...?
If you wish, I would be happy	Если хотите, я с радостью...

to...	
Let me know whether you would like me to...	Сообщите, если вам понадобится моя помощь...
13. Напоминание о намеченной встрече или ожидание ответа.	
I look forward to ...	Я с нетерпением жду,
hearing from you soon	когда смогу снова услышать вас
meeting you next Tuesday	встречи с вами в следующий Вторник
seeing you next Thursday	встречи с вами в Четверг
14. Подпись	
Kind regards,	С уважением...
Yours faithfully,	Искренне Ваш, (если имя человека Вам не известно)
Yours sincerely,	(если имя Вам известно)

3. Match the phrases in English with their Russian equivalents:

1. I apologise for not getting in contact with you before now...	a) Мы хотели бы обратить ваше внимание на ...
2. I am writing to enquire about...	b) В прикрепленном файле вы найдете...
3. We would like to point out that...	c) Я прошу прощения, что до сих пор не написал вам...
4. Attached you will find ...	d) Сообщите, если вам понадобится моя помощь...
5. Let me know whether you would like me to...	e) Я пишу вам, чтобы узнать...

4. Read and translate the following information describing different types of business letters.

Business Letter Writing: Inquiries - Asking for Information (Письмо-запрос информации)

We write an inquiry when we want to ask for more information concerning a product, service or other information about a product or service that interests us. These letters are often written in response to an advertisement that we have seen in the paper, a magazine, a commercial on television when we are interested in purchasing a product, but would like more information before making a decision. For further types of business letters use this guide to *different types of business letters* to refine your skills for specific business purposes such as making inquiries, adjusting claims, writing cover letters and more.

Remember to place your or your company's address at the top of the letter (or use your company's letterhead) followed by the address of the company you are writing to. The date can either be placed double spaced down or to the right.

An Example Letter

Kenneth Beare
2520 Visita Avenue
Olympia, WA 98501

Jackson Brothers
3487 23rd Street
New York, NY 12009

September 12, 2012

To Whom It May Concern:

With reference to your advertisement in yesterday's New York Times, could you please send me a copy of your latest catalogue. I would also like to know if it is possible to make purchases online.

Yours faithfully

(Signature)

Kenneth Beare
Administrative Director
English Learners & Company

**Business Letter Writing:
Responding to Inquiries and Requests for Information
(Письмо-ответ на запрос информации)**

It is very important to make a good impression when responding to inquiries from potential customers. Of course, the best impression will be made by providing the materials or information that the perspective client has asked for, this positive impression will be improved by a well written response.

Remember to place your or your company's address at the top of the letter (or use your company's letterhead) followed by the address of the company you are writing to. The date can either be placed double spaced down or to the right. You can also include a reference number for correspondence.

Example Letter

Jackson Brothers
3487 23rd Street
New York, NY 12009

Kenneth Beare
Administrative Director
English Learners Company
2520 Visita Avenue
Olympia, WA 98501

September 12, 2000

Dear Mr Beare

Thank you for your inquiry of 12 September asking for the latest edition of our catalogue.

We are pleased to enclose our latest brochure. We would also like to inform you that it is possible to make purchases online at <http://jacksonbros.com>.

We look forward to welcoming you as our customer.

Yours sincerely

(Signature)
Dennis Jackson
Marketing Director
Jackson Brothers

**Business Letter Writing:
Claim Letters (Письмо-жалоба).**

The following letters make claims against unsatisfactory work.
Useful Key Phrases

- As someone who has worked with ...
- we were very disappointed to find / see / have discovered ...
- As our written agreement stipulated, we expected ...
- I think you will agree that a communication problem exists.
- We would like you to ..., or provide us with a refund.

Example Letter

Drivers Co.
3489 Greene Ave.
Olympia, WA 98502

August 17, 2011

Richard Brown, President
Document Makers
Salem, MA 34588

Dear Mr. Brown:

As someone who has worked with your company for over 3 years, we were very disappointed to see the documents you produced for our latest Drivers Co. publicity campaign.

As our written agreement stipulated, we expected full color leaflets with fancy explanatory texts, but instead, we found that black and white photos had been included in the prepared leaflets. I think you will agree that a communication problem exists.

We would like you to send out a photographer to provide us with the promised color coverage, or provide us with a refund.

Yours truly,

(signature here)

Thomas R. Smith,
Director

5. Read the text, translate it and write out of the 5 practical pointers' definitions of business e-mails in English.

Professional e-mails, press releases and reports in English

Imagine that your boss has just told you to e-mail the monthly reports out to all regional and division management with an explanation of the key changes from the previous month. In most companies, this e-mail has to be in English, and it will be read carefully. Are your English e-mail skills up to the task? Now imagine that you've been given the job of writing a press release to be distributed internationally announcing the launch of your latest product. Are you ready to represent your company in English? Study the information from the following texts about business writing in English to improve your professional skills.

Business E-mails in English: 5 practical pointers

Writing a business email is often easier than speaking: you don't have to worry about pronunciation, and you can take time to edit your message. But there are some rules to remember when writing emails. Here are some tips to keep in mind to ensure that your email makes a good impression.

1. *Know your email terms*: English email programs use lots of abbreviations, and if you don't know them, your email asking your boss for a raise might end up going out to the entire office!

"Reply to all" means your email will be sent to everyone who received the originally letter you're replying too. In the address section of the email, the "cc" (*carbon copy*) section sends copies of the email to the people you indicate, while the "bcc" section lets you send copies discreetly – the b stands for "*blind*" (hidden).

If someone asks you to "*forward*" an email, they mean to send a copy of the email to them using the forward feature, which is sometimes abbreviated as "*fw*."

2. *Use the Right Greeting*: Although opening an e-mail to your friend with "*Hey*" is fine, its best not to write a potential business partner that way. On the other hand, using extremely formal traditional phrases like "*Dear Sir*" is increasingly out of date. The best bet is to write "*Dear Mr. / Ms.*" and then the person's last name. When you already have a working relationship, it's fine to just use their first name (e.g. "*Dear John*").

3. *Keep it Short and Clear*: While in some other languages using elaborate and complicated structures shows your intelligence and education, write your English emails in a clear and organized style. Clearly introduce the purpose of your letter in the first paragraph and follow a clear structure in the main paragraphs with good introduction sentences in each. Using words like "*first, second, next, and finally*" are guides to the reader that you're making a new point. You don't have to describe all the details in your email. You can always end the email with a phrase like "If you have any other questions please feel free to contact me," which invites the reader to ask you for more information.

4. *Be polite and tactful*: While it's good to be clear when you're writing an email asking for something, whether it's a discount on a shipment of shoes or a job interview, it's best not to use demanding words like "*I want*." "*I would like*" is more respectful, and "I am interested in" is a good choice if you're making an initial proposal or still exploring ideas.

5. *Always end the email correctly*: "I am looking forward to your reply," "Thank you," or "Sincerely" are all good ways to leave the reader with a good impression.

How to Write a Perfect Professional E-mail in English

Although emails are often seen as less formal than printed business letters, in the business world you cannot afford to let your language appear to be informal. Email may be faster and more efficient, but your client or business partner will not easily forgive correspondence that is too casual. Not to fear! Read on to discover simple secrets that will add a high level of professionalism to your English emails.

Begin with a greeting

It's important to always open your email with a greeting, such as *"Dear Lillian,"*. Depending on the formality of your relationship, you may want to use their family name as opposed to their given name, i.e. *"Dear Mrs. Price,"*. If the relationship is more casual, you can simply say, *"Hi Kelly,"* If you're contacting a company, not an individual, you may write *"To Whom It May Concern:"*

Thank the recipient

If you are replying to a client's inquiry, you should begin with a line of thanks. For example, if someone has a question about your company, you can say, *"Thank you for contacting ABC Company."* If someone has replied to one of your emails, be sure to say, *"Thank you for your prompt reply."* or *"Thanks for getting back to me."* If you can find any way to thank the reader, then do. It will put him or her at ease, and it will make you appear more courteous.

State your purpose

If, however, you are initiating the email communication, it may be impossible to include a line of thanks. Instead, begin by stating your purpose. For example, *"I am writing to enquire about ..."* or *"I am writing in reference to ..."* It's important to make your purpose clear early on in the email, and then move into the main text of your email. Remember to pay careful attention to grammar, spelling and punctuation, and to avoid run-on sentences by keeping your sentences short and clear.

Closing remarks

Before you end your email, it's polite to thank your reader one more time as well as add some courteous closing remarks. You might start with *"Thank you for your patience and cooperation."* or *"Thank you for your consideration."* and then follow up with, *"If you have any questions*

or concerns, don't hesitate to let me know." and *"I look forward to hearing from you."*

End with a closing

The last step is to include an appropriate closing with your name. *"Best regards," "Sincerely,"* and *"Thank you,"* are all professional. It's a good idea to avoid closings such as **"Best wishes,"** or **"Cheers,"** as these are best used in casual, personal emails. Finally, before you hit the send button, review and spell check your email one more time to make sure it's truly perfect!

English E-mail Etiquette (Этикет электронной переписки)

Only speak about 1 subject per email. Don't introduce 3 different ideas or subjects, unless they are related to one unit of business or to 1 transaction.

Write subject lines that really pinpoint what the email is about. 'Information requested' or '2012 data' are not as good as 'Sales report for quarter 1' or 'Response: Issue about your broken TV'.

Punctuation is important. Most email services will offer a spelling or grammar check. Otherwise, copy the content of your email into a word processor which has such a function. It takes a second but makes a world of difference.

Be mindful of manners. Saying please and thank you is perfectly acceptable. PLEASE DO NOT SHOUT AT ME!!! Using capital letters for words in an attempt to draw attention makes it seem that the word is being 'shouted'.

Address people you don't know as Mr, Mrs, or Dr. Other options here are 'Sir', 'Mdm' or 'To whom it may concern'.

Be professional, don't use emoticons or cute or funny email addresses for business. Also, seeing 'OMG' or 'FYI' is a sure sign that the person isn't taking you seriously. Avoid 'SMS' style abbreviations and acronyms.

Fill in the 'To:' field last. Type your email, proofread it and only then enter the 'To:' field. This ensures any rogue or incomplete messages aren't sent accidentally.

6. Test yourself. Choose the correct answers to the questions in Russian:

E-mail Etiquette Test

1. Вы написали e-mail по поводу новостей о проекте X. Какое название подойдет для этого письма?

- A About Project X.
- B Project X update.
- C Stuff about Project X.
- D The news on Project X.

2. Как вы объясните, что вы приложили что-то к вашему письму?

- A Find the file attached.
- B Here is something for you.
- C Please find attached.
- D Look at the attachments.

3. Чтобы поддержать дальнейшие контакты, что вы напишите в конце вашего письма?

- A Can you write back?
- B I look forward to hearing back from you.
- C Get back to me please.
- D Write me when you have time.

4. Вы написали отчет об утренней встрече с клиентом. Как вы профессионально представите содержание вашего письма?

- A The following provides a recap of this morning's meeting.
- B Here is what happened in the meeting this morning.
- C In this morning's meeting, we talked about these things.
- D We talked about these things in this morning's meeting.

5. Как вы делаете запрос?

- A Could you help me?
- B I need something
- C I am requesting the following
- D I would be grateful if you could

6. Вы не можете выполнить работу в предложенные сроки. Как вы преподнесете плохие новости?

- A Unfortunately, we will not be able to meet this deadline.
- B This deadline is not possible.
- C Sorry, we cannot make the deadline.
- D It's too bad, but we cannot make the deadline.

7. Как вы отвечаете на запрос согласием?

- A I would be happy to.
- B I guess I can.
- C I agree to.
- D I am OK with doing.

8. Правильным завершением письма будет:

- A Let me know if you have a question.
- B Write me with questions and concerns.
- C Please let me know if you have any questions or concerns.
- D If you have any questions or problems, write back.

Keys.

1B, 2C, 3B, 4A, 5D, 6A, 7A, 8C.

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