

**МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ**  
**МОЛОДІ ТА СПОРТУ УКРАЇНИ**  
**ТЕРНОПІЛЬСЬКИЙ НАЦІОНАЛЬНИЙ ТЕХНІЧНИЙ УНІВЕРСИТЕТ**  
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# **English**

**МЕТОДИЧНІ ВКАЗІВКИ**  
**ДЛЯ РОЗВИТКУ НАВИЧОК З АНГЛІЙСЬКОГО ДІЛОВОГО**  
**МОВЛЕННЯ**

для студентів I-II курсів економічних спеціальностей технічного  
вузу

Тернопіль 2016

English: навчальний посібник для студентів I-II курсів економічних спеціальностей.  
«English for Engineering» Методичні вказівки для розвитку навичок з англійського ділового мовлення/ Текст / Л.А. Джиджора, Ж. В. Баб'як, О. І. Боднар., Петришина Л.Й. – Тернопіль: Видавництво ТНТУ ім. І. Пулюя, 2015. – с. 112

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Методичні вказівки розглянуті і затвердженні на засіданні кафедри української та іноземних мов.

Схвалено і рекомендовано до друку методичною комісією факультету по роботі з іноземними студентами Тернопільського національного технічного університету ім. Івана Пулюя.

## Передмова

Дані методичні вказівки призначаються для аудиторних занять та самостійної роботи студентів. Робота над вказівками передбачає опрацювання економічної термінології, читання, переклад, переказ текстів, що сприятиме розумінню англомовних економічних текстів та формування навичок ведення розмов на економічні теми.

Методичні вказівки складаються з двох тематичних розділів:

- «Contracts»
- «Business Letter Writing».

Кожен з цих розділів має словник, розмовні моделі, що використовуються в діловому спілкуванні, ситуативні діалоги, тематичні вирази та вислови. Методичні вказівки мають на меті ознайомити зі зразками та формами ділового спілкування, сприяти розвитку навичок монологічного та діалогічного мовлення.

## Step 1

### **1. Remember the following words and word-expressions.**

1) to draw up –скласти

to draw up		a contract
		an agreement
		a document
		a plan
		an offer
		an order

2) legal –законний

legal		right
		adviser
		holiday

3) intention –наміри

4) to cover –охоплювати, покривати

to cover		expenses
		a subject
		a programme
		the option
an agreement		covers
a contract		
a document		
a report		

to cover needs –покривати, охоплювати  
requirements

5) license-ліцензія

6) patent-патент

7) know-how-технологія виробництва

8) option-вибір, право вибору  
at smbs. Option

9) to state-вказувати  
to state | facts  
          | reasons  
          | questions

10) irrevocable- безвідзивний

11) value- вартість  
value of | a mashine-tool  
          | goods  
          | a consignment  
          | a contract

12) right- право  
to have the right to | work  
                          | rest  
                          | education

13) extension- продовження  
extension of the | guarantee period  
                   | time of delivery  
                   | terms of credit  
                   | visa

14) certificate- свідоцтво  
certificate of origin  
certificate of weight  
certificate of quality

15) exchange rate- курс обміну

16) Bill of lading- коносамент

Read and translate the text.

Contract.

In foreign trade transaction 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.

According to the purpose and contents, contracts can cover: goods, licenses, technology and know-how. Here is an example of an export contract.

Contract No...

London

15<sup>th</sup> January, 1999

Ukraine export, Kyiv, hereinafter referred to as the Seller and British Asbestos Ltd, London, hereinafter referred to as the Buyer, hereby agree as follows.

1. The Seller has sold and the Buyer has bought asbestos of Ukrainian origin on FOB terms From one of the Baltic ports at the Seller's option. The grades price and quantity are as stated below:

Grade	Quantity in metric tons	Price per metric ton in US dollars	Time of delivery
...	...	...	...in 2-3 lots within second and third quarters of 19...starting in the first half of May...

The price for the goods is understood to be per metric ton packing included, FOB one of the Baltic ports. The quantity is understood to be up to 5% more or less, at the Seller's option.

2. Within five days after the receipt of Seller's notification by cable that goods are ready for shipment, the Buyer shall open by cable with Ukraine Bank for Foreign Economic Affairs, Kyiv, an irrevocable, confirmed and divisible Letter of Credit in favour of the Seller for the full value of the goods plus 5% to cover the option. The Letter of Credit is to be valid for 90 days, with the right of extension if required by the Seller. The payment for the goods is to be made in US dollars for 100% (hundred per cent) of the invoice value of Asbestos on presentation to Ukraine Bank for Foreign Economic Affairs, Kyiv, of the following documents:

Invoice in 3 copies

Seller's Certificate of Weight

Set of Bills of Lading

In the event of the change of the exchange rate of the US dollars on or before the date of payment under the present Contract both parties have the right to renegotiate the price of the goods.

**Notes:**

hereinafter referred to-який в подальшому називається

hereby agree as follows-домовлятися про наступне

The quantity is understood to be up 5% more or less...-Кількість розуміється на 5% більше або менше (ніж оговорено)

the Buyer shall open-shall в документах означає обов'язок

to renegotiate the price to negotiate the price again.

**3. Answer the following questions:**

1. What do contracts guarantee?
2. What important items do contracts covers?
3. How long is the Letter of Credit to be valid?
4. In what case do the contracting parties have the right to renegotiate the price?
5. What are the main items of the above contract?

**4. Agree or disagree with the Statements:**

1. Grades and quantity are not stated in the contract;
2. The price stated in the contract is final;
3. According to the purpose and contents, contracts can cover;  
Goods, services, licenses, patents, technology and know-how;
4. The Letter of Credit is to be valid for 30 days without the tight of extension.

**5. Translate into English.**

1. Згідно контракту, ви відкриваєте акредитив у Зовнішньо-економічному банку України в Києві.
2. Безвідзивний та підтверджений акредитив відкривається на повну вартість товару.
3. Акредитив повинен бути відкритий у Зовнішньо-економічному банку України в Києві і повинен бути дійсний протягом 90 днів.
4. Наші умови оплатити: 80% від вартості товару оплачуються по безвідзивному підтверженому акредитиву.

5. Ви повинні пред'явити наступні документи:

- 1) оригінал коносаменту;
- 2) рахунок в трьох екземплярах
- 3) заводський сертифікат

**Step 2.**

**1. Remember the following words and word-expressions.**

1) volume – об'єм

volume		business
		trade
		orders
		deals
		the transaction

2) to drop - падати, скорочуватися

production		drops
price		
business		
demand		
supply		

3) to revise - переглядати

to revise		prices
		terms
		conditions

4) to reduce - скорочувати

to reduce the		supplies prices
		volume
		amount

5) reduction - зниження

reduction in the		price
		value
		volume
		quantity



- 6) to make supplies - робити поставки  
 7) amount - кількість  
 8) to be in business(with) - торгувати (з)  
 9) in view of the - через що-небудь

in view of the	devaluation
	situation
	difficulties
	increase

- 10) subject to - при умові

subject to	confirmation
	a firm offer
	signing a contract

- 11) wages - зарплата ( робочих )

high	wages
low	
average	

- 12) to indicate - вказувати на що-небудь

- 13) with regard to smth - по відношенню до чогось

- 14) to take into account - брати до уваги

- 15) to double - подвоювати(ся)

## **2.Read and translate the dialogue**

Mr.Petrov, engineer, is having talks in Kiev with Mr.Brown of British Asbestos Ltd. The British company is a regular importer of asbestos from Ukraine and has often deal with Ukrainian trading organizations. Mr.Brown has been instructed by his firm to sign another contract for asbestos.

Brown: Good afternoon! Nice to see you again, Mr Petrow! You are looking well, I must say. How are things with you?

Petrov: Not bad, thank you. And how are you?

Brown: Fine, just fine. I always feel well in beautiful weather like this. We`re having such a lot of rain in England now. I am happy to be away. Well, I suppose we had better down to business.

Petrov: Yes, certainly. You`ve come to sign another contact, haven`t you?

Brown: That`s right. For next year actually.

Petrov: Are you happy with our usual terms of delivery and payment?

Brown: Yes, quite. As a matter of fact, I`ve come here to talk about the price. I`d like to say that the volume business in the building industry in our country has dropped considerably. This affected the prices of number of building materials. In this situation it`s quite natural we expect you to revise your

prices for asbestos.

Petrov: I'm afraid this is not sufficient reason for us to lower the price.

Brown: But may I draw your attention to the fact that we wish to increase the purchases by a few thousand tons if you could offer us reduction in the price.

Petrov: I'm sorry to say, Mr. Brown, but we would not be able to make extra Supplies available to you. We're planning to develop more industrial and housing projects. Besides, we're already tied up to contacts with other partners. Taking these factors into account we could offer you the same amount as last year.

Brown: Mr. Petrov, we've been in business with you for a long time. Also, we've double our purchases over the past two years.

Petrov: All right. I think we could reduce it by 2%. But only on condition that the price is subject to further negotiations for the second half of the year.

Brown: That's fine. I suppose that's the best we can do today.

Note: to tie up – зв'язувати.

### **3. Answer the questions:**

1. What was the purpose of Mr. Brown's visit to Kiev?
2. Why did Mr. Brown draw Petrov's attention to the considerable drop in the building industry?
3. In what way could the factor affect the price of asbestos?
4. Why did the British firm ask for bigger quantities?
5. Why couldn't Mr. Petrov offer a bigger amount of asbestos for sale?
6. On what condition did Mr. Petrov agree to reduce the price?

### **4. Agree or disagree with the following statements.**

1. Mr. Brown is not happy with usual terms of delivery and payment.
2. Mr. Petrov offers Mr. Brown a bigger amount of asbestos for sale.
3. Mr. Petrov and Mr. Brown agree to reduce the price at once without any arguments.
4. The volume of building of business in the building industry in England has dropped considerably.
5. Mr. Brown have been in business with Mr. Petrov for a long time.

### **5. Translate into English.**

- Добрий день, містер Сміт!
- Добрий день, містер Грант!

- Як Ваші справи?
- Непогано. А у Вас?
- Дякую, добре, але давайте краще перейдемо до діла.
- Звичайно.
- Я приїхав, щоб підписати з Вами новий контракт.
- Які Ваші умови?
- Я хотів би поговорити з Вами про ціни.
- Вони Вас не задовольняють?
- Ні. Справа в тому, що значно знизився попит на Вашу продукцію і нам не вигідно закупляти її у Вас по таких цінах
- Я думаю, що ми зможемо знизити ціну на 5% але з умовою, що Ви і надалі залишитесь нашими партнерами.
- Прекрасно. Я думаю, це найкращий вихід з цієї ситуації.

### Step 3

#### **1. Remember the following words and word-expressions.**

- a) to form - складати  
(to make)

to form		part of
		a whole
		a contract
		the basis of

- b) to ensure - гарантувати, забезпечувати  
(to guarantee)

to ensure		reliability
		safety
		fulfiment

timely delivery

effective control

successful sale

c) marking - маркування  
marking clause

to do marking

d) arbitration - арбітраж

arbitration

clause - пункт контракту про арбітраж

fee - збір арбітражу

procedure - процедура арбітражу

e) to undertake - брати на себе обов'язки  
to undertake to do smth

to undertake smth

to undertake

to sell

to buy

to deliver

to ship

delivery

shipment

payment

production

f) effective date - дата вступу документа в силу

effective date of

contracts

protocols

agreements

g) credit - кредит

to give

credit - надавати кредит

to allow

to buy		on credit	- купувати в кредит
to sell			- продавати

Credit Agreement - кредитна угода

h) acceptance - прийом  
acceptance tests - приймальні іспити

Acceptance Reports - акт прийому

		goods
acceptance of		offers

i) preliminary - попередній

		discussion
		talk
preliminary		project
		negotiations
		protocool

j) to notify - повідомляти

to notify smb of smth

to to notify smb that ...

syn: to inform, to advise, to let smb. know.

k) to issue - оформляти, видавати

/документ/

Release Notes

Certificates

to issue

visas

Letters of credit

guarantee

## **2. Read and translate the text.**

### **Contract.**

A contract forms the basis of a transaction between the Buyers and the Sellers and great care is exercised when the Contract is being prepared that all the legal obligations have been stated. As a rule the Contract contains a number of clauses such as:

Subject of Contract

Price

Terms of Payment

Delivery

Inspection and Test

Guarantee

Packing and Marcing

Arbitration

Transport

Insurance, and other conditions.

Here are clauses of a Contract signed by Ukrainian trading organisation (the Buyers) and a British company (the Sellers):

### **I. Subject of the Contract.**

The Sellers undertakes to sell and the Buyer to buy on the basis of delivery FOB London Manchester or Hull (at the Buyer's option) the complete equipment, technical documentation of the plant.

### **II. Price and Total Value of the Contract.**

The total value of the Contract including the cost of the complete equipment for the plant as well as technical documentation, knowledge and experience (know-how), engineering, after-guarantee spares and services is Z...(pounds sterling).

### **III. Terms of Payment.**

The total amount of Z... stated in Clause shall be paid in English pounds by the Bank for Foreign Economic Affairs of Ukraine, Kiev, in accordance with the following terms:

10% advance payment of the total Contract value be made within 30 days of the affective date of the Contract...

80% of the total Contract value shall be paid in accordance with the Credit Agreement between the Bank for Foreign Economic Affairs in Ukraine and the Middle Bank, United Kingdom.

The Guarantee amount of 5% shall be paid within 30 days of receipt by the Bank of the Acceptance Protocol confirming the acceptance of the plant for commercial operation.

### **IV. Time of Delivery.**

The delivery of the equipment under the present Contract shall begin in 8 (eight) months and shall be completed in 26 (twenty six) months from the date of signing the Preliminary Project Acceptance Protocol.

### **V. Inspection and Test.**

1. Inspection and/or test of the equipment shall be carried out at the Sellers and his sub-contractors works at the expence of the Seller in the presence of the Buyer's inspector.
2. The Seller is to notify the Buyer about the readiness of the equipment fot inspections and/or test not later than 15 days before the proposed time of the inspection and/or test.
3. The Buyer's inspector shall issue in due time to the Seller a Release Certificate for Shipment on the basis of the Test Certificate.
4. If the Buyer's inspector cannot be present on the appointed date, the Seller shall have the right to carry out the test without Buyer's inspector. The Seller shall issue a Test Certificate which is to be sent to Ukrainian Trade Delegation in the UK who will issue a Release Certificate for Shipment without delay.
5. Final test and acceptance of the equipment for putting it into operation are to be made in Ukraine.

### **Notes:**

Commercial operation - виробництво в виробничому масштабі.

a Release Certificate for Shipment = a Realease Note for Shipment.

### **3. Answer the following questions:**

- 1) What does the contract from?
- 2) What are the main clauses of the Contract?
- 3) In what way can each of the clauses be amended?
- 4) In whose presence is the Acceptance Protocol usually signed?

### **4. Agree or disagree with the following statements:**

- 1) A contract forms the basis of a transaction between the Buyers and the Sellers.
- 2) The Contract has only one clause.
- 3) According to the above contract the total amount of \$ stated in Clause shall be paid in US dollars.
- 4) According to the Contract the delivery of the equipment under the present Contract shall begin in 3 (three) months and shall be completed in 12 (twelve) months.

### **5. Translate into English.**

- 1) Поставки почнуться через 2 місяці після дати вступу контракту в силу.
- 2) Вони повідомили нам, що акт прийому вже підписаний.
- 3) Ця фірма не зможе надати нам кредит.
- 4) Вони не беруть на себе ніяких обов'язків.
- 5) Спочатку повинні бути оформлені всі документи і гарантії.

## **Step 4**

### **1. Remember the following words and word-expressions.**

- 1) conformity - відповідність  
in conformity with

full conformity

- 2) to conform - відповідати  
to conform to/ with

to conform to/ the	terms and conditions
	specifications
	standards
	rules
	wishes

- 3) to prove – виявлятися

to prove – виявлятися	defective
	wrong



to prove to be      short  
                                 long  
                                 expensive

4) to respect of - що стосується  
                                 |      quality  
                                 |      quantity  
in respect                      |      payment  
                                 |      time of delivery

                 |      all      |  
in            |      some      |      respects  
                 |      many

5) to install – встановлювати, монтувати  
                                 |      equipment  
to install                 |      machine-tolls  
                                 |      plants

6) personnel – персонал  
    experienced      |      personnel  
    skilled  
  
    personnel officer – робітник відділу кадрів  
    personnel manager – начальник відділу кадрів

7) raw - необроблений  
    raw material(s) - сировина

8) seaworthy – придатний для транспортування морем  
    seaworthy packing

9) damage – пошкодження

damage to the goods

the damage occurred

10) breakage – поломка

11) to cause - спричиняти

		damage
to cause		breakage
		defects
		trouble

12) improper - неправильний

		improper packing
		marking

13) faulty - дефективний, неправильний

		goods
faulty		packing
		marking

14) indelible - що не змивається

indelible		rain
		ink

15) marine – морський

marine		risk
		insurance

16) loading - погрузка

during loading

port of loading

to carry out loading

to place a vessel under loading - поставити судно під погрузку.

## **2. Read and translate the text.**

Here are a few more Clauses of a Contract.

### **V Guarantee**

1. The Seller guarantees that the supplied equipment and technological process as well as the automation and mechanization of the process of production are in conformity with the latest technical achievements which will be known and available to the Seller at the date of acceptance of the Preliminary Project.
2. The Seller guarantees that the equipment supplied is manufactured in full conformity with the description given in the technical documentation of the Final Project and technical specifications and conditions of the present Contract.
3. The period of guarantee shall be 12 month from the date of the signing the Final Acceptance Protocol but not more than 30 months from the date of the last delivery of the equipment.
4. If during the guarantee period the equipment supplied by the Seller proves to have some defects the Seller undertakes to correct the detected defects or replace the defective equipment at his own expense.
5. The above period of guarantee in respect of the repaired or replaced equipment begins from the date of putting it in operation.
6. The Seller guarantees that the Plant shall achieve the production capacity, product characteristics and operating requirements if.
  - a) the plant is constructed and installed by the Buyer in accordance with good engineering and construction practice and with the technical documentation supplied by the Seller;
  - b) the plant is operated and maintained by skilled and experienced personnel and with raw materials that conform to the Seller's specification.

### **VI Packing**

The equipment shall be shipped in export seaworthy packing in accordance with the requirements of each particular type of equipment or material.

### **VII Marking**

The cases in which the equipment will be packed, shall be marked on three sides: on the top of the case and on two opposite sides.

The marking shall be clearly made with indelible paint in English and Ukrainian.

## **VII Insurance**

The Buyer will insure at his expense all the equipment for its full value against all usual marine risks from the moment the goods are put on board at the port of loading.

### **3. Answer the questions:**

1. Why is the second date indicated in the guarantee period?
2. Against what risks are goods usually insured?
3. Where shall the marking be made?
4. For what shall the Seller be responsible?
5. By what may any damage or breakage of the goods be caused by?

### **4. Agree or disagree with the following statements.**

1. The Seller is not responsible for any damage or breakage of the goods.
2. Marking shall be made only on one side only in English.
3. The goods are usually insured against marine risks.
4. The Seller guarantees that the supplied equipment and technological process are in conformity with the latest technical achievements.
5. The Seller does not guarantee that the Plant shall achieve the production capacity, product characteristics and operating requirements.

### **5. Translate into English.**

1. Коли були виявленні ці дефекти?
2. Ми ще не визначили, що спричинило ці помилки.
3. Ви повинні нести відповідальність за поломку ш монтювання обладнання.
4. Пристрої будуть погруженні в упаковці, призначеній для морських перевезень.
5. Ми вважаємо, що упаковка пристроїв не відповідає вимогам, вказаним в контракті.

## **Step 5**

1. Read and translate the following contract:

### ***Form of the Contract for the sale of Machine-Tools.***

**Contract No. ...**

**Kyiv**

**24 October**

**2014**

Vneshnetorgovoje obiednannya "Ukrimport", Kyiv, herein after referred to as the "Seller" on the one part and messrs. ..., herein after referred to as the "Buyer" on the other part, have concluded the present contract where by it is agreed as follows:

## **1. SUBJECT OF THE CONTRACT**

The seller has sold and the buyer has bought c.i.f. (f.o.b., f.o.r.) ... .. the goods specified in the enclosed appendix, showing specification, quantities, prices and delivery, times of the goods and constituting an integral part of the present contract.

## **2. PRICES**

The prices are fixed in ... and are understood c.i.f. (f.o.b., f.o.r.) ... export packing and marking included.

All expenses incurred on the territory of ... in connection with the present contract (duties, taxes, customs, ect.) are to be paid by the Buyer.

## **3. QUALITY**

The quality of the goods sold under the present contract shall be in full conformity either with the State standarts existing in Ukraine or with the technical conditions ruling at the manufacturing works.

## **4. TIMES OF DELIVERY**

The goods sold under this contract shall be delivered within ... months after the signing of the contract.

The date of Lading (or: Railway Bill) shall be considered as the date of delivery.

## **5. DELIVERY AND ACCEPTANCE OF GOODS.**

The goods are considered to be delivered by the Seller and accepted by the buyer:

- a) in respect of quantity - according to the Bill of Lading;
- b) in respect of quality - according to the Manufacturer's certificate.

## **6. TERMS OF PAYMENT**

Payment for the goods to be delivered under the present contract is to be effected in ... in accordance with the Trade Agreement between the Governments of Ukraine and ... dated the ... by an irrevocable confirmed Letter of Credit.

The payment of the credit is to be made against the following documents:

Invoice.

Bill of lading (or Railway Bill)

## **7. PACKING AND MARKING.**

The goods shall be secured and properly packed to withstand both overseas transport as well as transshipment.

Each package shall be provided with marking showing the place of destination, name of Consignee, description of goods, contract number, case number, gross and net weight.

## **8. GUARANTEE.**

Any part of parts which may prove defective through faulty material or workmanship will be repaired by the Seller c.i.f., f.o.b. or f.o.r. ... free of charge within the period of ... calendar, the defective part or part have been returned to the sellers works for examination, carriage paid.

Rapidly wearing parts as well as parts which have suffered from natural wear are excluded from the guarantee.

## **9. CLAIMS.**

Claims which may arise with regard to the quality of the goods owing to their non - conformity with the standarts and technical conditions provided for under clause 3 of this contract as well as claims concerning the quantity of the goods will be considered by the Seller only if submitted within 45 days from the date of the arrival of the goods at the place of destination.

Claims which arise through faulty materials on workmanship as stipulated in clause 8 will be considered by the Seller only if submitted within the guarantee period.

## **10. CONTINGENCIES.**

Should any circumstances arise which prevent the complete or partial fulfilment by any of the parties of their respective obligations of any character, blockade, prohibitions of exports or imports or any other circumstances beyond the control of the parties, the time stipulated for the fulfilment of the obligations shall be extended for a period equal to that during which such circumstances will last.

## 11. ARBITRATION.

All disputes and differences which may arise out of the present contract are to be referred for settlement to the Foreign Trad Arbitration commission at the Chamber of Commerce in Ukraine.

## 12. OTHER CONDITIONS.

(1) Neither party is entitled their right and obligations under the present contract to third persons without a written consent thereto of the other party.

(2) Any alternations and additions to the present contract will be valid only if made in writing and duly signed by both parties.

(3) After the signing of the present contract all preceding negotiations and correspondence pertaining to it become null and void.

### LEGAL ADDRESSES OF THE PARTIES.

Seller;

Buyer;

Signatures.

### Step 6

#### 1. Read and learn conversational phrases:

Have you received our enquiry for the delivery of...

– machine-tools (motors)

– industrial goods

We have considered it carefully and can offer you our latest model (sample).

We hope the goods meet your requirements.

We have carefully studied your offer.

Let's discuss some points of your (our) offer.

That`s just what we would like to clear up

What do you think of our offer?

Чи одержали Ви наш запит на поставку...

– станків (моторів)

– промислових товарів

Ми уважно його вивчили і можемо запропонувати найновішу модель (взірець)

Сподіваємося, що товари відповідають Вашим потребам

Ми уважно вивчили вашу пропозицію

Давайте обговоримо деякі питання Вашої (нашої) пропозиції

Це те саме, що ми хотіли з'ясувати.

Що ви думаєте про нашу пропозицію?

On the whole it's acceptable but can't agree to your

- price
- terms of payment
- terms of delivery

We have a few remarks to make on...

- some clauses of the General Conditions of the contract
- the term of the contract
- the contractual obligations of both parties

We ask you...

- to make your comments
- to consider our request once again

We (do not) agree to your offer.

We'd like to clear up some points connect with the ...

- technical part of the contract
- commercial part of the contract

All the points were agreed during the discussion of the... .

- technical offer
- commercial offer

We have successfully conducted our negotiations on the consideration of the...

- rights and obligations of the parties under the contract
- clauses of the contract

We hope that the present negotiations will successfully completed in the near future with the signing of a contract for the... .

- delivery of complete equipment

В цілому пропозиція прийнята, але ми не згодні з ... .

- ціною
- умовами платежу
- умовами поставки

У нас є декілька зауважень щодо...

- деяких статей загальних умов контракту
- строку дії контракту
- зобов'язень сторін згідно контракту

Просимо Вас...

- викласти свої зауваження
- ще раз вивчити наше прохання

Ми (не) згодні з Вашою пропозицією

Ми хотіли в'яснити деякі питання пов'язані з...

- технічною частиною контракту
- комерційною частиною контракту

Всі питання були узгодженні при обговоренні... .

- технічної пропозиції
- комерційної пропозиції

Ми успішно провели переговори, щодо узгодження...

- прав і зобов'язень сторін по контракту
- статей контракту

Сподіваємося, що дані переговори успішно закінчуються найближчим часом підписанням контракту на ... .



- construction of a project on a "turn-key" basis.
- sale of know-how

In principle we agree with...

- most of the clauses referring to the General Conditions of the contract
- the alternations and amendments to the

contract

- the extent of the Contractor's obligations under the contract

We are ready to accept the wording suggested by the ... side

- Ukrainian
- English

- поставку комплексного обладнання
- будівництво об'єкта на умовах під ключ
- продаж ліцензій "ноу-хау"

Ми в цілому погоджуємося з ...

- більшістю статей, що стосуються загальних умов контракту
- змінами і доповненнями до

контракту

- об'ємом зобов'язань підрядчика по контракту

Ми готові прийняти пропозицію, запропоновану ... стороною

- українською
- англійською

2. Read and translate the following words and word-expressions.

**Model: cover expenses – покривати витрати**

- production sharing contract -  
contract for the preparation of a feasibility -  
contract for training local operating personnel -  
contract for the supply of complete equipment -  
research and development contract -  
flat fee contract -  
risk contract -  
contract for the sale of know-how and license -  
"turn-key" contract -  
proper performance of a contract -  
arise in the course of the implementation of a contract -  
as stated in a document -  
select the law for a contract -  
in the performance of contract -  
send an enquiry for -  
under the present contract -  
void contract -  
prime contract -  
negotiate a contract -  
conclude a contract -  
alterations and amendments to a contract -  
hand over a contract -  
relevant contract number -

contractual obligations -  
delay in the fulfilment of the contractual obligation -  
relieve from further obligations -  
bear responsibility for the non-fulfilment of contractual obligations -  
within the extent of the contract -  
within the limits of the contract -  
undertake -  
default on obligations -  
meet obligations under the contract -  
transfer rights and obligations to a third party -  
preliminary talks -  
summit talks -

multilateral negotiations -  
conduct talks -  
fail in negotiations -  
enter into correspondence -  
general supplier -

buyer -  
contractor -  
date of receipt of contract -  
accept an offer -  
commercial offer -  
cancel and offer -  
submit an offer to the customer -  
mentioned in appendix -  
date of cancellation of a contract -  
prolong a contract term -  
main contract clauses -  
additional contract clauses -  
revise a contract clauses -  
supplement a contract clause -  
contracting party -  
addresses of the parties -  
general conditions of a contract -  
infringe terms and conditions of a contract -  
finalize terms and conditions of a contract –

exact wording

- b) Контракт з наперед встановленою ціною -  
контракт на виконання проектно-розвідувальних робіт -  
контракт на поставку комплексного обладнання -  
контракт на розробку -  
контракт на умовах ризику -  
контракт на відрядження спеціалістів -  
контракт на здійснення технічного сприяння в експлуатації об'єкта -  
контракт з оплатою витрат плюс твердий прибуток -  
виконання контракту -

виникати в ході виконання контракту -  
згідно доповнень до контракту -  
умови і застереження контракту -  
нидсилати запит -  
строковий контракт -  
недійсний контракт -  
анулювати контракт -  
розривати контракт -  
передавати контракт -  
відповідний номер контракту -  
контрактні зобов'язання -  
брати на себе зобов'язання -  
несвоєчасне виконання контрактних зобов'язань -  
санкції за невиконання контрактних зобов'язань -  
генеральний підрядчик -  
переговори на вищому рівні -  
попередні переговори -  
потерпіти невдачу в переговорах -  
листування по контракту -  
згідно з положенням контракту -  
розглядати пропозицію -  
відкликати пропозицію -  
продовжити строк дії контракту -  
доповнювати статтю контракту -  
бути невід'ємною частиною контракту -  
додаткові статті контракту -  
юридичні адреси сторін.

### *3. Read and translate:*

We have a few remarks to make on the term of the contract.

Have you received our enquiry for the delivery of boilers?

All the points were agreed upon during the discussion of the commercial order.

We have carefully studied your offer.

On the whole it's acceptable but can't agree to your terms of payment.

We are ready to accept the wording suggested by the Ukrainian side.

We hope that the present negotiations will be successfully completed in the near future with the signing of a contract for the sale of know-how.

We have successfully conducted our negotiations on the considerations of the clauses of the contract.

### *4. Translate the following sentences into English:*

Ми в цілому погоджуємося з більшістю статей, що стосуються загальних умов в цілому.

Ми успішно провели переговори щодо прав і зобов'язань сторін по контракту.

Ми уважно вивчили Ваш запит і можемо запропонувати найновішу модель нашого виробництва.

Просимо Вас ще раз вивчити наше прохання.

У нас є декілька зауважень щодо деяких статей загальних умов контракту.

Сподіваємося, що наша нова модель відповідає Вашим потребам.

Всі запитання при обговоренні комерційної пропозиції були узгоджені.

В цілому пропозиція прийнятна, але ми не згодні з умовами поставки.

## Step 7

### 1. Read and learn the following phrases:

We ask you to reconsider the planned...

- capital cost
- standart costs
- operational costs
- expences in convertible currency
- expenses for civil and erection work(s)

What is the ... profit of this enterprice?

- gross
- expected
- average
- net

You have overestimated the expences in ... .

- local currency
- hard currency

To make the project profitable it's necessary to reduce...

- joint cost(s)
- current-outlay cost(s)
- unit costs
- start-up costs

Просимо Вас переглянути заплановані...

- капітальні затрати
- нормативні затрати
- експлуатаційні затрати
- затрати в конвертовані валюті
- затрати на будівельно-монтажні роботи

Для досягнення рентабельності підприємства необхідно знизити...

- загальнозаводські витрати
- поточні витрати
- витрати на одиницю продукції
- витрати на освоєння нового виробництва

Have you got our...?

- competitive materials
- price-lists
- catalogues of equipment

Ви одержали наші...?

- конкурентні матеріали
- прейскуранти
- каталоги на обладнання

We have to study the prices carefully.

It's hardly possible.

We'll try and do it.

We can give you our competitive materials and offers of different firms to justify our prices.

Ми повинні уважно вивчити ціни

Навряд чи це можливо.

Ми будемо намагатись це робити.

Ми можемо подати Вам конкурентні матеріали і пропозиції фірм, як доказ

нашої ціни.

These competitive materials are outdated and the offers of these firms can't be a basis for our talks on prices.

Ці конкурентні матеріали застаріли, а пропозиції цих фірм не можуть бути базою для наших переговорів щодо цін.

Який ... прибуток цього підприємства?

- валовий
- очікуваний
- середній
- чистий

Затрати в ... Вами завищені.

- місцевій валюті
- твердій валюті

The calculation of expences is made on the basis of initial data submitted by you, taking into account the escalation of prices.

We ask you to cover the expenses on the ... .

- replancement of specialists
- recall of specialists
- elimenation of defects

No objections

That's international practice.

We ask you to submit us the costs of the execution of all kinds of work.

We are prepared to make you a concession and grant you a reasonable discount.

Let's discuss the ... .

- current rent for using building mechanisms and equipment

- current rent for offices and residential premises for Ukrainian specialists

- wage rates
- tax rates

The ... considerably exceeds our calculations.

- contract value
- estimate of costs
- cost of the execution of works

- cost of the delivery of equipment

- cost of equipment

- project cost

They are overestimated

They suit us.

What's your ... price?

- global

- group

- item

- piece

- average weight

Your prices are at the level of world prices.

I'm (We arc) glad that our opinions on the price coincide.

I'm (We arc) glad that you find our prices ... .

- competetive

- justified

- acceptable

- fair

- moderate

Your prices exceed world prices by 5%

Do you know the price indexes?

Prices have gone up recently.

We are ready ... of prices.

- to return to the discussion

- to resume the discussion

- to start the discussion

Розрахунок витрат здійснений на основі представлених Вами вихідних даних з урахуванням ескалації цін.

Просимо взяти на себе витрати на ...

- заміну спеціалістів
- відкликання спеціалістів
- усунення дефектів

Не заперечуємо.

Це відповідає міжнародній практиці.

Просимо Вас подати нам розцінки на виконання всіх видів робіт.

Ми готові піти назустріч і надати вам розумну знижку.

Варто обговорити ...

– існуючі ставки орендної плати за користування будівельними механізмами і обладнанням

– існуючі ставки орендної плати за службові і житлові приміщення для українських спеціалістів

- ставки заробітної плати
- ставки податків

... значно перевищує наші розрахунки.

- контрактна вартість
- кошторисна вартість
- вартість виконання робіт
- вартість доставки обладнання
- вартість обладнання
- вартість об'єкту

Що Ви думаєте про наші ціни?

Вони завищені.

Вони нас влаштовують.

Яка Ваша ... ціна?

- глобальна
- групова
- позиційна
- поштучна
- середньовагова

Ваші ціни знаходяться на рівні світових цін.

Радий(і), що наші погляди.

Радий(і), що вважаєте наші ціни...

- конкурентноспроможними
- обгрунтованими
- прийнятними
- справедливими

- помірними

Ваші ціни перевищують світові ціни на 5%

Чи знайомі Ви з індексами цін?

Ціни вирости в останній час.

Ми готові ... цін.

- повернутися до обговорення
- оновити обговорення
- почати обговорення

- to pass on to the discussion

We are bringing up the question of reconsidering the prices.

The rise in prices is 5% and covers all kinds of goods

This competitive materials prove our prices.

We are glad that we've settled the price problem.

We've prepared a breakdown of the contract price.

Your breakdown doesn't contain item prices.

The costs of the execution of different kinds of work(s) considerably exceed the current costs in our country.

- перейти до обговорення

Ми висуваємо питання про перегляд ціноу

Підвищення цін (Ріст цін) складає 5% і розповсюджується на всі види товару.

Ці конкурентні матеріали підтверджують правильність наших цін.

Ми раді, що змогли врегулювати проблему цін.

Ми підготували розбивку ціни контракту.

Ваша розбивка не містить позиційної ціни.

Розцінки виконання окремих видів будівельних робіт значно перевищують розцінки, які існують в нашій країні.

competitive

justified acceptable fair moderate

Your prices exceed world prices by 5%.

Do you know the price indexes? Prices have gone up recently. We are ready ... of prices.

to return to the discussion to resume the discussion to start the discussion to pass on to the discussion

We are bringing up the question of reconsidering the prices.

The rise in prices is 5% and covers all kinds of goods.

This competitive materials prove our prices.

We are glad that we've settled the price problem.

We've prepared a breakdown of the contract price.

Your breakdown doesn't contain item prices.

The costs of the execution of different kinds of work(s) considerably exceed the current costs in our country.



конкурентноспроможни ми

обґрунтованими прийнятними справедливими

## **ПОМІНИМИ**

Ваші ціни перевищують

і ціни на 5%.

Чи знайом Ви з індексами

цін? Ціни виросли в

останній час. Ми готові...

цін. повернутися до

обговорення обновили обговорення почати обговорення перейти до обговорення

Ми висуваємо питання про

перегляд цін.

Підвищення цін (РІСТ ЦІН) складає 5% і розповсюджується на всі види товару.

Ці конкурента матеріали підтверджують правильність наших цін. Ми рада, що змогли врегулювати проблему цін. Ми підготували розбивку ціни контракту.

Ваша розбивка не містить

## **ПОЗИЦІЙНОІ ЦІНИ.**

Розцінки виконання

окремих видав будівельних робіт значно перевищують розцінки, які існують в нашій країні.

Thank you for the detailed breakdown of the contract price that you submitted.

We can start our talks on prices.

The difference in prices is considerable (insignificant).

The calculation of prices is made on the basis of world prices.

The price offered by you corresponds to world prices.

The price ... is ... per 1 kw per 1 kg per piece

You have overestimated (underestimated) the prices.

We are prepared to reconsider our

prices.

We ... equipment at lower prices.

deliver

offer

sell

Your prices exceed the prices on the world market.

We'll adjust our prices taking into account your remarks.

We can't agree to your request to reduce the prices (total contract value) by another 5%.

Дякуємо Вам за детальну розбивку цін, представлену нам.

Ми можемо розпочати переговори стосовно цін.

в цінах значна (незначна).

Розрахунок цін проведений на ОСНОВІ СВІТОВИХ ЦІН.

Запропонована Вами ціна знаходиться на рівні

**СВІТОВИХ ЦІН.**

Ціна ... складає . . . . за 1 кВт (потужності) за 1 кг ваги за штуку

Ви підняли (занизили) ціни.

Ми згодні переглянути наші ціни.

Ми ... обладнання за більш низькими цінами. поставляємо пропонуємо - продаємо  
Ваші ціни перевищують ціни світового ринку.

Ми виправимо ціни з урахуванням Ваших зауважень.

Ми не можемо погодитись з Вашим проханням знизити ціни (загальну вартість контракту)  
ще на 5%.

Let's compare our prices  
with the

prices of our competitors.

The price includes insurance

Порівняємо ніші ціни з цінами

наших конкурентів В ціну входить страхування і

вартість перевезення. Ваш ціни вищі (нижчі) на 10%.

Ціна покриває витрати на упакування.

2. Read and translate the following words and word-expressions:

**Model: gross profit - валовый прибуток**

a) in value terms -

in money terms -  
exchange -  
in percentage terms -  
joint cost(s) -  
allowable cost(s) -  
hiring cost(s) -  
standby charges -  
standard productivity -  
reimbursable expenses -  
annual cost(s) -  
fixed cost(s) -  
carrying cost(s) -  
expenses in convertible currency -  
expenses in local currency -  
procurement cost(s) —  
incurred cost(s) -  
budgeted cost(s) -  
maintenance cost(s) -  
aggregate cost(s) -  
delivery cost(s) -  
value index -  
index of real wages -  
calculation of exchange rate -  
available competitive materials -  
severe competition -  
keen competition -  
sustain competition -  
conjuncture -  
indirect quotation -  
taxes -  
depreciation charges -

counter offer -  
cancel an offer -  
gross profit -  
anticipated profit -  
average profit -  
rate of profit -  
after-tax profit -  
taxable profit -  
derive a profit -  
share in profit -  
burden cost(s) -  
standart expense allowance -  
reimbursement of expenses -  
luggage transportation expenses -  
expenses on the elimination of defects -  
current prices -  
be profitable -  
unsteady market -  
tax levy -  
at cost -  
bonus -  
reasonable discount -  
price rebate -  
operation budget -  
current rates -  
insurance rates -  
item of expenses -  
tentative estimation of cost -  
cost of erection works -  
guaranteed maximum cost -  
cost utilities -

allocate sums -

prevailing trend -

reciprocal concessions -

remunerative price -

flexible price -

bedrock price -

sell at a premium -

reduced price -

escalation clause -

settle the price problem -

percentage breakdown of price -

parity of prices -

price ex warehouse -

cost plus price -

free alongside ship price -

shore up prices -

sustain the price -

specify the price -

contract price is subject to escalation -

pricing policy -

be subject to escalation -

b) у грошовому виразі -

у процентному вирахованні -

аварійні витрати -

покривати витрати -

невиробничі витрати -

добові витрати -

витрати в твердій валюті -

сукупні витрати -

планові витрати -

фактичні витрати -  
витрати виробництва -  
індекс цін -  
кошторисна калькуляція -  
потенційні конкуренти -  
представляти конкурентні матеріали -  
показник конкурентоспроможності -  
жорстка конкуренція -  
стикатися з конкуренцією -  
кон'юнктура ринку -  
відхиляти пропозицію -  
нарахування на заробітну плату -  
чистий прибуток -  
прибуток на одиницю продукції -  
забезпечувати прибуток -  
амортизаційні витрати -  
розподіляти прибуток -  
оплата витрат -  
кошторис витрат -  
розцінки на роботи -  
бути рентабельним -  
внутрішній ринок -  
ринок обладнання -  
собівартість реалізованої продукції -  
ставка податку -  
ставка орендної плати -  
вартість капітального ремонту -  
вартість робочої сили -  
загальна тенденція -  
тенденція до зниження -  
робити поступки в ціні -

діючі ціни -

продавати нижче номінальної ціни –

врегульована ціна –

середньорічний ріст цін –

конкурентне ціноутворення -

*3. Read and translate:*

We ask you to consider the planned expenses in convertible currency.

To make the project profitable it's necessary to reduce unit costs.

What is the gross profit of this enterprise?

Let's discuss the current rent for offices and residential premises for Ukrainian specialists.

The cost of the delivery of equipment considerably exceeds our calculations.

We are glad that you find our prices justified.

The price offered by you corresponds to world prices.

We deliver equipment at lower prices.

*4. Translate the following sentences into English:*

Для досягнення рентабельності підприємства необхідно знизити поточні витрати.

Просимо Вас переглянути заплановані затрати на будівельно-монтажні роботи.

Ці конкурентні матеріали застаріли, а пропозиції цих фірм не можуть бути базою для наших переговорів щодо ціни.

Розрахунок витрат здійснений на основі представлених Вами вихідних даних з урахуванням ескалації цін.

Варто обговорити ставки заробітної плати.

Даш ціни перевищують ціни на цей вид обладнання на світовому ринку.

Ми готові піти назустріч і надати Вам розумну знижку.

Ціна покриває витрати на упаковання.

1. Read and translate the texts:

### **Text 1: THE NATURE OF CONTRACTS**

Contracts are *agreements* that are *voluntarily* created by persons with the capacity to contract. The objectives of the agreement must be legal and, in most cases, the agreement must be supported by some *consideration*. Finally, the law requires *written* evidence of the existence of some agreements before enforcing them.

Contracts enable persons acting in their own interests to enlist the support of the law in furthering their personal objectives. Contracts enable us to enter into agreements with others with the confidence that we may call on the law, and not merely the good faith of the other party, to ensure that those agreements will be honored. Within broad limits defined by contract doctrine and public policy, the contract device enables us to create the private law that governs our relations with others - the terms the agreements we make.

Contracts facilitate the private planning that is necessary in a modern, industrialized society. Few people would invest in a business enterprise if they could not rely on the builders and suppliers of their facilities and equipment, the suppliers of the raw materials necessary to manufacture products, and the customers who agree to purchase those products to honour the commitments. How could we make loans, sell goods on credit, or rent property unless loan agreements, conditional sales agreements, and leases were backed by the force of the law? Contract, then, is an inescapable and valuable part of the world as we know it. Like that world, its particulars tend to change over time, while its general characteristics remain largely stable.

### **Text 2: THE EVOLUTION OF CONTRACT**

The contract idea is ancient. Thousands of years ago, Egyptians and Mesopotamians recognized devices like contracts; by the 15<sup>th</sup> century, the common courts of England had developed a variety of theories to justify enforcing certain promises. Contract law did not, however, assume major importance in our legal system until the 19<sup>th</sup> century, when numerous social factors combined to shape the common law of contract. Laissez-faire (free market) economic ideas had a profound influence on public policy thinking during this period, and the Industrial Revolution created a perceived need for private planning in the early decades of the 19<sup>th</sup> century involved face-to-face transactions between parties with relatively equal bargaining power who dealt with relatively simple goods.

The contract law that emerged from this period was strongly influenced by these factors. Its central tenet was *freedom of contract*: Contracts should be enforced because they are the products of the free wills of their creators, who should, within broad limits, be free to determine the extent of their obligations.

### **Text 3: BASIC CONTRACT CONCEPTS AND TYPES**

Contracts have traditionally been classified as **bilateral or unilateral**, depending on whether one or both of the parties has made a promise. In unilateral contracts, only one party makes a promise

**A valid contract** is one that meets all of the legal requirements for a binding contract. Valid contracts are, therefore, enforceable in court.

**An unenforceable contract** is one that meets the basic legal requirements for a contract but may not be enforceable due to some other legal rule.



**Voidable contracts** are those in which one or more of the parties have the legal right to cancel their obligations under the contract. They are enforceable against both parties unless a party with the power to void the contract has exercised that power.

**Void contracts** are agreements that create no legal obligations because they fail to contain one or more of the basic elements required for enforceability. A void contract is a contradiction in terms. It would be more accurate to say that no contract was created in such cases.

**In an express contract**, the parties have directly stated the terms of their contract orally or in writing at the time the contract was formed. When the surrounding facts and circumstances indicate that an agreement has in fact been reached, an **implied contract** (also called a contract implied in fact) has been created.

A contract is **executed** when all of the parties have fully performed their contractual duties, and it is **executory** until such duties have been fully performed.

### Step 9.

#### 1. *Read and translate the texts:*

#### **Text 1: CONTRACT AS A DOCUMENT**

Contract is an agreement made by two or more persons that is enforceable by law. It consists of voluntary promises **to do** or not to do certain things. When people make a contract, their promises become legal obligations.

Contracts are vital to the economic systems of countries where private enterprise is encouraged. Much of the wealth of free enterprise nations takes

the form of such contracts as bonds and promissory notes. Most business activities in these countries depend on contracts. These contracts include promises to deliver or pay for goods, perform or pay for services, pay wages or rent, exchange property, and construct buildings.

Freely made economic decisions are basic elements of the free enterprise system. As a result, a leading principle of contract law is that persons may agree with each other on any terms they think fit. But an agreement that would upset public order is unenforceable. For example, the courts would not enforce an agreement to bribe a public official. The courts also refuse to enforce an agreement if one party has clearly taken unfair advantage of another. The laws bar some people, chiefly minors or the mentally incompetent, from assuming obligations under contract.

The making of a contract usually involves two important acts: (1) making an offer and (2) accepting the offer. The acts may be verbal or in writing. However, the law requires certain contracts to be made in writing. These contracts include agreements to sell **or** lease property and, for instance, hire purchase agreements and contracts of employment.

Before a contract is formed, the parties usually negotiate the terms of the agreement. One party makes one or several offers. As soon as the other party accepts an offer, the negotiations are over. Under many systems of law, the moment of acceptance is decisive. At that time, the contract is concluded. Government agencies usually negotiate contracts under special rules. They invite all interested parties to submit tenders (offers). Then they accept the most favourable tender.

Most contracts are enforceable only if all parties get something out of the agreement. What a contracting party gets is called consideration. When a loan contract is made, the money

advanced by the lender is the consideration received by the borrower. The borrower's promise to return the money with interest is the consideration received by the lender. A promise for no consideration is not an offer to make a contract. For example, if two friends promise each other to meet for lunch, no consideration is involved. They merely agree to a social engagement, not to a contract.

A contract is said to be discharged after the obligations of the agreement have been fulfilled, if either party violates the agreement, a breach of contract occurs. In that case, court ordinarily awards money, called damages, to other party. In enforcing contracts, the courts try to carry out the plain intention of the agreement.

## **Text 2: Classification of contracts**

Contracts are divisible into three classes:

**(A) Contract of record;**

**(B) Specialty contract;**

**(C) Simple or parol contracts**

**CONTRACTS OF RECORD.** A contract of record is the obligation which is imposed by the entry of the proceedings in the parchment rolls in a court of record. The principal classes of record which are now found are (1) judgments, and (2) recognizances.

*(1) Judgments.* A judgment is an obligation imposed upon one or more parties, in favour of another or others, by a court of record; and it depends for its binding force, not upon the consent of the parties, but upon the authority of the judicial representative of the Sovereign delivering the judgment. A judgment is therefore an order of the court, and since it is an obligation imposed upon a party, it is not strictly a contract which rests upon agreement.

*(2) Recognizances.* A recognizance is a contract made with the Sovereign through the judicial representative. It is, generally, in the nature of a promise to do some particular act, or to answer to a penalty stated in the recognizance, such as an undertaking by a person tried upon a criminal charge to come up for judgment if called upon, or a promise to pay a specified sum of money if an accused person out on bail, does not appear at the trial.

The terms of a contract of record admit of no dispute, but are conclusively proved by the record itself. It also merges within itself any previously existing contract relating to the same matter, and is the highest form of contract in English law,

*SPECIALLY CONTRA CIS.* A specially contract, or deed, is one which is not only reduced to writing, but is also executed under seal, and delivered. Both sealing and signature are essential for the proper execution of a deed.

The delivery may be actual or constructive, as a general rule it is made simultaneously with execution. The modern method is to affix a paper wafer, forming a facsimile of a seal, which the party executing will touch with his finger, saying "I deliver this as my act and deed".

**SIMPLE CONTRACT.** A simple contract is one which is created, either by an oral promise, by writing not under seal, or by implication. A parol contract is, strictly, a contract entered into by word of mouth, but the term is frequently used to denote all simple contracts,

and this is due to the fact that before the Statute of Frauds was passed there was no difference at common law between an agreement by word or mouth and an agreement by writing not under seal.

Most contracts entered into in ordinary commercial transactions fall within this classification.

A contract by implication arises where either there is no express contract in existence but some right and correlative obligation are inferred by reason of the circumstances, or the parties are already in contractual relationship upon some matter and collateral terms are to be inferred therefrom. As an illustration of the former class, a surety who has been called upon to pay a debt which the debtor has failed to discharge, can claim

contribution from a co-surety; or an agent of necessity can claim reimbursement from the person in whose interests he has acted. The right of an agent to remuneration where the contract had made no specific provision affords an example of the latter class, the law often assumes a promise to pay a reasonable or customary amount for the services rendered. Contracts may also be implied where a party indicates, his intention by a mere act, e.g., boarding an omnibus.

In certain cases law imposes an obligation, analogous to a contractual obligation, on a person, who has not agreed, expressly or implicitly, to be bound thereby. An example is the obligation which rests on a person to repay money which has been paid to him for a consideration which has wholly failed. Such obligations are said to arise "*quasi iuxta Contractu*".

### **Text 3: THE ESSENTIAL ELEMENTS OF A CONTRACT**

A contract is an agreement which legally binds the parties. Sometimes contracts are referred to as "enforceable agreements". This is rather misleading since one party cannot usually force the other to fulfil his part of the bargain. The usual remedy is damages. The essential elements of a contract are:

a. That an agreement is made as a result of an offer and acceptance.

b. The agreement contains an element of value known as consideration, although a gratuitous promise is binding if it is made by deed.

c. The parties intend to create legal relations. The validity of a contract may also be affected by the following factors:

a. **Capacity.** Some persons, e.g. children have limited capacity to make contracts.

b. **Form.** Most contracts can be made verbally, but others must be in writing or by deed. Some verbal contracts must be supported by written evidence.

c. **Content.** The parties may generally agree any terms, although they must be reasonably precise and complete. In addition some terms will be implied by the courts, custom or statute and some express terms may be overridden by statute.

d. **Genuine consent.** Misrepresentation, mistake, duress and undue influence may invalidate a contract.

e. **Illegality.** A contract will be void if it is illegal or contrary to public policy.

A contract that does not satisfy the relevant requirements may be **void, voidable or unenforceable**.

A void contract has no legal effect. The expression "**void contract**" is a contradiction in terms since if an agreement is void it cannot be a contract

However the tenn usefully describes a situation where the parties have attempted to contract, but the law will not give effect to their agreement because, for example there is a common mistake on some major term (such as the existence of the subject matter). When a contract is void ownership of any property "sold" will not pass to the buyer, so he will not be able to sell it to any one else. The original seller (i.e. the owner) will therefore be able to recover the property from the person in possession.

When a contract is **voidable** the law will allow one of the parties to withdraw from it if he wishes, thus rendering it void. Voidable contracts include some agreements made by minors and contracts induced by misrepresentation, duress or undue influence. A voidable contract remains valid unless and until the innocent party chooses to terminate it. Therefore if the buyer resells the goods before the contract is avoided, the sub-buyer will become the owner and will be able to keep the property, provided he took it in good faith.

An **unenforceable contract** is a valid contract and any goods or money transferred cannot be recovered, even from the other party to the contract, However if either party refuses to perform his part of the contract the other party cannot compel him to do so. A contract will be unenforceable when the required written evidence of its terms is not available e.g. the written evidence for a contract for the sale of land.

2. Read and learn;

### Conversational Patterns

**A.** Mr. Brown, have you any questions as regards the contract?

**B.** No, I think we have settled all the points under dispute.

**A.** Good. If some problems arise in the process of work we shall deal with them there and then. Some principal points can be included into a supplement to the contract upon mutual agreement.

**B.** Agreed.

**A.** Fine. In that case we'll tell our experts and lawyers to prepare the contract for signing. I don't think, this purely technical work will take much time and we can sign the contract at 7.00 o'clock in the evening (morning)

**B.** I believe that time will be convenient for signing the contract. Mr. Anderson, we've worked hard and fruitfully, so I think we deserve a good rest. I'd like to invite you to have dinner in a restaurant and make a tour of our city.

**A.** I'm very happy to accept your invitation, Mr. Brown let me once more thank you for the constructive way you helped to settle all the problems that were in the way of signing the contract.

**A.** Пане Браун, чи є у Вас будь-які питання щодо контракта.

**B.** Ні, я вважаю що ми з Вами вирішили всі спірні питання.

**A.** Добре. Якщо в процесі роботи виникнуть якісь запитання, ми будемо вирішувати їх оперативно в робочому порядку. Принципові питання за взаємною домовленістю можуть бути включені в додаток до контракту.

**B.** Погоджуюся

**A.** В такому випадку ми поручимо нашим експертам і юристам підготувати контракт до підписання. Я думаю, що ця чисто технічна робота не займе багато часу, і ми можемо призначити підписання на 7.00 вечора (ранку).

**B.** Думаю, що це зручний час для підписання контракту. Пане Андерсон, ми з Вами добре і плідно попрацювали і, думаю, заслужили добрий відпочинок. Я запрошую Вас пообідати в ресторані і здійснити невелику подорож містом.

**A.** Я з вдячністю приймаю Ваше запрошення пане Браун. Дозвольте ще раз подякувати Вам за КОНСТРУКТИВНЕЙ ДЛОВИЙ ТДХІД у вирішенні питань, що сприяло підписанню контракту

*3. Explain the meaning of the words:*

Контракт, корегування, "ноу-хау", анулювати, комплект, стимул, конкуренція, калькуляція, індекс, котирування, преїскурант, кон'юктура, претензія.

**4. Retell the text I.**

## **BUSINESS LETTER**

**Task 1. Read and translate:**

### **Addressing an Envelope**

There are three important requirements in addressing envelopes: accuracy, legibility and good appearance. Begin the first line about half-way down the envelope, leaving at least 3 cm of clear space for the postmark. Type the address in double line-spacing, using block capitals for name of the town. When it is known, add the Postcode on a separate line at the end.

Use separate lines for the name or company, post box or house name, number and street, town and county or city and state, postcode.

The number precedes the street name. Words like Street, Square, Avenue are written separately, each word starting with a capital letter.

The postcode should always be the *last item* or information in the address, and in block capitals.

Such words as Confidential or Personal should be typed in the bottom left hand corner or in the upper left-hand corner. The address is written as follows:

**Task 2.** *Read, translate and learn the structure of business letter.*

**Business letter consists of the following parts:**

1. The letter head or heading
2. Inside name and address
3. The attention line e.g. Attention. The Personnel Manager
4. The reference
5. The date
6. The salutation
7. The subject line
8. The body
9. The complimentary close
  
10. The signature
11. The Enclosure

*Task3 Read and translate the following information::*

In business letters it is essential to make a favourable first impression. Obviously no letter will do this if it is written in poor English, on inferior paper, badly arranged, typed with a dirty ribbon, full of grammatical mistakes or corrections, confused, obscure or illogical in its construction. Every letter that leaves the office should be looked upon as a representative of the firm. The lay-out of the letter should make it look like a well-framed picture. The left-hand margin should be about 2 1/2 cm. The right-hand margin should be as uniform as possible, but division of words should be avoided; a shorter letter may be given a larger margin, Single line-spacing is usually used.

**Task 4.** Pay attention to the pattern of business letter:

**The Main Parts of a Business Letter.**

Business Information Center  
London W1R 7HD  
7 Swallow Street  
Telephone 01242  
Telex 436572

Heading

DA/MG	Reference
Foreign Trade Enterprise POVEX 12 Zelena St. 290006 Lviv, Ukraine	Inside address = Receiver`s
December 15, 1999	Date
Attention Mr. Wilby	Attention line
Dear Mr. Wilby,	Salutation
PRICE LIST	Subject line
Due to worsening rates of exchanges, we produce a new price list. Therefore, may we ask if you enterprise is planning any price increase in nearest future. Please, inform us.	Body
Yours sincerely,	Close
(Mr.) D. Taylor Secretary	Signature
Encl: Price list	Enclosure

**Task 5** *Answer the questions:*

1. What are the parts of the letter?
2. Where is the inside address typed ?
3. Where is the salutation placed ?
4. What is the salutation form if you don't know the name of the person you are writing to ?

**Task 6.** *Read and translate:*

1. **The Letter Head or Heading.** This is normally printed on the paper. It must give all the necessary information: the name and address of the firm, the telephone number, telex and telefax. If the printed heading is absent, the company's address without the name of the sender, is typed on the right side.

**2. Inside Name and Address.** This is the address of the person receiving a letter. It is typed on the left against the margin. When we write to a man, we write: Mr. P. Smith. When we write to a woman, we write: Miss J. Ross if the woman is unmarried and Mrs. S. Jones if the woman is married, Ms. A. Taylor either for married or unmarried woman. When we write to a man and his wife we write Mr. and Mrs. J. Collins. If we don't know the name of the person we are writing to, we can write: The Personnel Manager. When our correspondent holds a special title such as Doctor, Professor, Sir, he is addressed by his title and Mr. must not be used. Messrs (Панове) is used to address in general to the members of the firm. The address is written as follows:

Europe Publication Ltd.

18 Bedford Square, London WC 1B 3JN  
ENGLAND

**3. The Attention Line.** If the attention line is used it is typed above the salutation line as follows:

**Chart analysis Ltd. Winchester House  
Winchester Hants S023 9EH**

**Attention: The Personnel Manager Dear Sir, Thank you  
for your letter of....**

**4. The Reference.** This consists of the initials of the person who signs the letter (and often dictates it) and those of the typist. Sometimes other initials are added according to whatever may be useful for the filing system-of the firm.

OurRef.:BS/MB

(BS = Bill Smith, MB = Mary Brown)

**5. The Date.** The *generally* accepted way of writing the date is the following

October **17,19**

17 October, 19\_ OctobeT 19<sup>th</sup>, 19\_\_ 19<sup>th</sup>  
October, 19\_

**6. "The Salutation.** This is the greeting with which every letter begins and must agree with the address. Place the salutation at the left margin of your letter. Use a comma after it. If you know the name of the person you are writing to, use it in the salutation: Dear Mrs. Smith, Dear Mr. Jones, Dear Sir, Dear Madam, Dear Sirs (to more than one person and to all limited companies), Gentlemen (in American English, with a colon instead of a comma).

-----	British	American
<b>Formal or Routine</b>	Dear Sir, Dear Sirs, Dear Madam,	Dear Sir: Gentlemen;



<b>Informal</b>	Dear Mr. Brown, Dear Miss. Smith,	Dear Mr. Brown: Dear Miss. Smith: Dear Mrs. Brown: Dear Mr. Brown: Dear Miss.
<b>Personal</b>	Dear Mr. Brown, My dear Mr Brown, Dear Jim,	Dear Mr. Brown, My dear Mr. Brown, Dear George,

**7. The Subject Line.** The line is typed immediately below the salutation in the centre. It helps to ensure that the letter is passed without delay to the right person or department:

Dear Sir,

Your order no. 0072/98

**8. The Body.** As business letters are written on behalf of a firm, use "we" and "our" instead of "my" and "I". Do not use the short forms "we'll",

"we've" in all formal and business letters. Extra spacing is used between paragraphs to separate different points more effectively.

The right margin should be as wide as the left one. Try to use short sentences and short paragraphs because it is easier to read and understand such a letter.

**9. The Complimentary Close.** The complimentary close depends on how well you know the reader: formal, semiformal, polite but distant. Leave two spaces below the last line of the body. Write the first word with a capital letter. It must match the salutation.

	<b>British</b>	<b>American</b>
<b>Formal or Routine</b>	Yours faithfully,	Very truly yours, Sincerely yours.
<b>Informal</b>	Yours sincerely. Yours truly,	Yours very truly, Sincerely yours.
<b>Personal</b>	Yours sincerely. Sincerely, With best wishes. Yours,	Cordially yours, Sincerely yours. With kind regards. With best regards. Sincerely Yours,

**10. The Signature.** Always sign the letter by hand and in ink. Always use the same style. You cannot sign "TOM ROSS" on one occasion and "T. Ross" on another. Do not use a title with a signature.

Exception: a woman writing to a stranger should indicate if she is married or not by adding "Mrs" or "Miss" in brackets in front of her signature: (Miss) Alice 11. Ross.

If your signature is illegible, type the name and sign the letter above it. If an employee with special authority signs the letter, use "per pro". An employee without special authority must use the word "for".

**Examples:**

Yours faithfully,

per pro: Jackson, Brown & Co

Yours faithful

For: Sales Manager

**11. The Enclosure**, if there are enclosures, the word "... End:" is typed at the bottom left-hand corner, with a short description of the enclosure.

Examples : Encl: Catalogue

Encl : Price List

Encl; Drawings If there is more than one document, write :

Encls: Catalogue, Price list.

The postscript (P.S.) should be avoided. But sometimes it has a definite, planned function. It is designed to draw special attention, to emphasize a point made elsewhere in the letter, or to make a special offer. Sometimes it may serve as a reply to a further letter that has come in after the letter had been completed.

Sometimes copies of a letter are sent also to other parties interested in the transaction. Then a remark appears in the bottom left-hand corner: **Copies sent to ....**

## WRITING BUSINESS LETTERS AND COMPLETING FORMS

The business letters you write and the forms you complete are permanent that represent you to people you may never meet. To do their job of representing you well, your business letters must be appropriate in tone, attractive in appearance and clear. The forms and applications you complete must also be neat and free of errors.

### WRITING BUSINESS LETTERS

Your message in a business letter should be unmistakably clear and direct; you need to be brief-without seeming curt. You should choose your words carefully to be sure that your tone is polite and businesslike. How your letter looks is just as important as what it says

#### APPEARANCE AND FORM OF A BUSINESS LETTER

As you prepare to write business letters, recognize the conventions-or standard practices-of letter-writing form.

You should type your letter, if possible, on plain white stationery. A typewritten letter is more legible and therefore more quickly read than a handwritten one. If you write your letter by hand, use dark ink on plain white stationery. Also, remember to type or write carefully; never send a letter that has typeovers or messy correction.

Before beginning your letter, estimate the amount of space it will occupy on the stationery you are using. Center the letter as nearly as possible by making sure you will have approximately the same margin at the top and bottom of your page and the same margin on both the left and right sides. If you need a second page, be sure that you will have at least three lines on it. Never write on the back of a page.

#### LETTER FORM

The six parts of a business letter are heading, inside address, salutation, body, closing, and signature. These parts are labeled in the illustrations below.

The parts of a business letter are arranged in standard patterns. The two most frequently used patterns are the block form and the semiblock form. The block form may be used only if the letter is typed. In this style, you begin each line at the left-hand margin. Allow one line of space between each paragraphs, but do not indent paragraphs. The block form is easy for a typist to use since there is no need to set paragraphs tabs or computer codes. Some business prefer not to use block form, however, because letters types this way tend to look unbalanced at the left.

With the semiblock form, you place the heading, closing, and signature just to the right or the center of your page. You may indent paragraphs consistently throughout the letter or begin all of the left margin.

##### 1. Heading

Before you begin your business letter, decide whether you want to use block or semiblock form. Then write your complete address and the full date, beginning at least one inch from the top of the page. Many businesses use the two-letter code recommended by the postal service for states.

Example	49 Surrey Lane Clinton, Iowa 57232 June 4, 1998	(or)	49 Surrey Lane Clinton, IA 57232 June 4, 1988
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##### 2. Inside Address

Start the inside address at the left-hand margin about four spaces below the heading. It should include the full name of the company to which you are writing, as well its complete address. If you are writing to an individual, use the full name and title, with a comma between the two if they are on the same line, if the name and title are long, put the title on the next line.

Examples	The Helen Mills Company RFD 4 Cross Corners, Oklahoma 73028
	Ms. Marjorie Berg, Vice-President Newland and Company 40 Fifth Avenue Lewiston, Maine 04240
	Mr. Reginald B. Macpherson Secretary to the President Wilbur Field and Sons 218 South Street Fort Hamilton, Virginia 24437

### 3. Salutation

The salutation is placed two spaces below the inside address and flush with the left-hand margin. For addressing an individual within the firm, the correct salutation is Dear Mr... ...(Mrs., Ms., or Miss) followed by a colon. If you are writing to a professional man or woman, use the title instead;

Examples: Dear Dr. Grayce;  
Dear President Tyson;

When you write to a company or to a person whose name you do not know, you may have just Personnel Department, President or Editor on the first line of the inside address. You may then use an impersonal salutation(Editor, Personnel Department) or the traditional salutation (Dear Sir, Gentlemen) followed by a colon.

In using traditional salutations, it is understood that the group to which you are writing may be composed of both men and women.

### 4.Body

Keep your paragraphs fairly short and use a double space between paragraphs if you are typing. Remember that paragraph indentations are acceptable only if you use the semiblock form, and that if you indent one paragraph, you must indent the others. If your typewritten letter is seven lines or less, you may either put it on a smaller sheet of stationery( inches) or double-space the entire body the letter on – inch stationary.

### 5.Closing

In business letters, appropriate closing are Very truly yours, Yours truly, Yours truly, Yours very truly, Sincerely yours, and Yours sincerely. The closing is placed two spaces below the last line of the body of your letter. It is followed by a comma.

Avoid ending your letter with an outmoded phrase such as “Hoping to hear from you soon, I am, ...” or “Thanking you in advance, I am ...”. End the body of your letter with a period . Begin the first word of your closing with a capital letter.

Examples: Very truly yours,  
Yours truly,  
Sincerely yours,

#### 6. Signature

Sing your full name to your letter. A signature should always be handwritten. If your letter is typewritten, type your name below your signature, flush with the first letter of the closing.

Examples: Very truly yours,                      Sincerely yours,  
  
Elena Montera                      Minh Luu

### CONTENT OF THE BUSINESS LETTER

Even though the tone of a business letter will be formal, you should still strive for naturalness and simplicity of expression. Come right to the point in your letter; avoid wordy beginnings. Make sure you have supplied all the necessary information.

### TYPES OF BUSINESS LETTERS

#### THE REQUEST LETTER.

A letter of request asks for something; information, a free brochure, or a speaker, for example. It is important to be very clear, specific and reasonable about what you want. When you ask for information, you are more likely to get a reply if you enclose a stamped, self-addressed envelope. When you write to ask someone to send a speaker, be sure to write early and give all the information that the person will need about time, place, and audience.

Be sure to be courteous in the phrasing of your request. You may want to conclude the request letter with a polite acknowledgment like: "I shall certainly appreciate any help you can give me with this request." Finally, make your request simple. Companies handling a large volume of mail cannot afford to spend time reading lengthy letters.

76 Brixton Place  
Phoenix, Arizona 85008  
July 8, 1988

Model Airways, Inc.  
410-12 Second Avenue  
Flagstaff, Arizona 86002

Mail Order Department:

Will you please send me a copy of your latest catalog on model planes? I have three of your models and would like to add some of the later ones to my collection.

Very truly yours,

Frank Tyndall

Model Request Letter-Semi-block Form

Exercise 1. Writing a Request Letter. Copy in proper form the business letter given below.

420 Jackson Avenue, Iola, Texas 77861, January 8, 1986. Miss R.F. Hawkins, Business Manager, Perry and Company, 480, 480-96 Fuller Street, Fort Worth, Texas 76104. Dear Miss Hawkins; Our junior class of 179 students will decide this month on our class rings and pins. We expect to have representatives from several companies here on Monday, January 21, to show us samples of the rings and pins their firms make, together with price lists. We would very much like to have someone from your company here on that date, if possible. Your representative should come to Room 31, between 2:45 and 3:30 p.m. Very truly yours, Sarah Porter. Secretary of the Junior Class, Iola High School.

Exercise 2. Writing a Request Letter. Using the following information, set up this material in the form of a business letter. You must compose the letter.

Ms. Elsie Dowing of 22 Twin Oaks Road, Carlsburg, Ohio 43316, writes on April 6, 1988, to the George C. Buckeye Company, 240 Lexington Avenue, Cleveland, Ohio 44102, stating that while shopping there the week before, she lost a valuable gold ring. It contained a diamond and two pearls in an old-fashioned setting. She would like to know if has been found and if so, where she may call for it.

## THE ORDER LETTER

If you are writing an order letter, you should list the items you wish to purchase, one below the other with complete information (catalog number, style, size, price, etc.) about each item. The price should be put at the right-hand side (flush with the right-hand margin), and each amount should be placed directly under the one above, to make it easier to add prices. List the cost of shipping, if you know it; and include it in the total, unless you know the firm pays for shipping. Be sure to specify how the articles are to be paid for – check, C.O.D., etc.

58 Crane Street  
Canton, Iowa 52542  
December 1, 1988

Webb and Sons  
140-156 Seventh Avenue  
Des Moines, Iowa 50311

Gentlemen

I should like to order the following articles, as advertised in the Des Moines Register of November 29.

2. white silk scarves, fringed, one with black initials A.J., the other with red M.W.

@\$7.98 \$15.96

I size 15-34 Supercron white shirt 16.50  
Postage 1.20  
Total \$33.66

I am enclosing a check for \$33.66 to cover the total amount.

Very truly yours,  
Amy Ladd

Model Order Letter-Semiblock Form without Paragraph Indentation

Exercise 3. Writing an Order Letter.

Write to Ritz Camera Center, 1147 A Sixth Avenue, New York, New York 10036, a letter ordering the following items: I Star D Model D-18 tripod, price \$19.75; rolls 35mm Kodachrome film at \$3.50 a roll. Include \$1.50 postage. You are enclosing a money order for the amount.

### THE LETTER OF APPLICATION

When you apply for a position, your letter of application comes before you interview with your prospective employer. It is first contact the two of you have. Therefore, you must “put yourself across” in a way that will suggest confidence tht you can put some original, person touch into your letter (but only of it comes naturally to you ) to distinguish you favorably from the rest of the applicatants this employer may be considering.

Remember to include the following information:

1. Include a statement of what position you are applying for and how you learned about int.
2. Show that you know what qualificastions are needed and that you believe you can fill them. State your arc, experience, and education.
3. List names, address, and telephone numbers of two three people who can be contacted for references as to your character and ability. Always make sure first that these people are willing to be listed.
4. Request an interview at the employer’s convenience.



98 Oxford Street  
St. Cloud, Minnesota 56303  
April 2, 1988

Mrs. O.A. Lester, Director  
Camp Carlson  
Oneidaga Lake  
Big Pines, Minnesota 56680

Dear Mrs. Lester:

Ben Nicholas, one of your regular campers, told me this week that you have a vacancy for a swimming counselor on your camp staff this summer, and I would like to apply for the position.

I am a senior at St. Cloud High School and am eighteen years old. For the last two years I have been the junior swimming counselor at Camp Winnebega, Cauhoga Falls, Wisconsin. I have just received my Examiner's badge in lifesaving and am now certified for the position of senior swimming counselor.

The following people have given me permission to use their names as references:

Mrs. J. B. Morse, Director, Camp Winnebega, Box 150, Cauhoga Falls, Wisconsin 54615  
(414) 936-1212

Mr. Chester Roberts, Principal, St. Cloud High School, 525 Ancona Acenue, St. Cloud, Minnesota 56303 (612) 452-2323

I will be glad to come for a personal interview at your convenience.

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Model Letter of Application-Semiblock Form With Paragraph Indentations

#### Exercise 4. Writing a Letter of Application.

You have learned from a friend that a couple who lives in another city are looking for a high-school student to spend the summer with their family at their summer home. They want the student to take care of three children, ages two, four, and six. Write to the couple (make up a name and address) and apply for this job. State your qualifications. Try to make your letter interesting as well as informative.

Exercise 5. Writing a Letter of Application. A drugstore in a neighbouring town needs someone to deliver orders from 4.00 to 6.00 p.m. schooldays and all day Saturdays. Write your letter of application.

### COMPLETING FORMS AND APPLICATIONS

All forms are alike in that they ask you to provide specific, often detailed information before you sign your name at the end. It is extremely important to fill out forms carefully, keeping these points in mind:

1. Always read through the entire form and any accompanying directions before you begin to fill in the blanks.

2. Most forms ask you to print or type information. Use black or blue ink if you print, unless the form specifically asks you to use pencil. Be sure that anything you print is legible and that you have supplied each item of information on the correct line.

3. After you have finished filling out the form, read through it again before you sign. Proofread to make sure that you have made no spelling, punctuation, or factual errors.

### THE PERSONAL CHECK

Keeping most of your money in the bank is safer than carrying it around or having it at home. Many people keep money in checking accounts. A personal check is a form that tells the bank to take money from your account to pay the person or company whose name you have written on the check.

All personal checks are organized in the same way even though various ways of personalizing checks make them look quite different from one another. Checks are numbered in sequence. The bank identifies each of your checks by (1) this number, but more importantly, by (2) the code number in computer language. When you write a check, you fill in (3) the date; then you write (4) the name of the company or person that you are paying. Notice that you write the amount of the check twice. First you write it in (5) numbers to the right of the dollar sign. On the next line use (6) words to indicate how many dollars and a fraction to show how many cents. Draw a wavy line to fill in the rest of the space on this line. Write (7) your signature on the check the way you signed the signature card that the bank has on file. Notice that (8) the name of the bank is always printed on the check and (9) a code number for the bank appears near the date.

## THE DEPOSIT SLIP

Your checkbook may have forms at the back of the checks. You should use these forms, called deposit slips, when you make a deposit to your account. These deposit slips usually have your name, address, and account number already printed on them.

Notice that (1) the bank's name printed on the slip. When you want to make a deposit, you write (2) your account number and the date in the appropriate spaces at the left. Then you print (3) your name and address below the account number. You write (4) the amounts that you are depositing in the columns at right and indicate (5) the subtotal. If you want cash back from your account, you write (6) the amount to be taken out on the line beside "less cash", and subtract from the subtotal to get the total, which is (7) your net deposit. Then you write (8) the amount of cash received, and (9) your signature on the slip. If you are not getting cash back, you need not sign the deposit slip.