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**ПРАКТИЧЕСКИЙ КУРС ОСНОВНОГО
ИНОСТРАННОГО ЯЗЫКА**

АНГЛИЙСКИЙ ЯЗЫК

**ПРОФЕССИОНАЛЬНЫЙ КУРС
ДЕЛОВОЙ**

ЮНИТА 9

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ПРАКТИЧЕСКИЙ КУРС ОСНОВНОГО ИНОСТРАННОГО ЯЗЫКА

АНГЛИЙСКИЙ ЯЗЫК

ПРОФЕССИОНАЛЬНЫЙ КУРС ДЕЛОВОЙ

ЮНИТЫ 1-3: Основные понятия и структура англо-американской системы права. Основные понятия и структура мировой экономики. Повторение основных правил грамматики. Различные виды речевой коммуникации.

ЮНИТЫ 4-6: Финансовый английский. Англо-американское коммерческое право. Деловая корреспонденция.

ЮНИТЫ 7-9: Маркетинг. Банковская система. Страхование. Контрактное право. Составление письменных эссе.

ЮНИТА 9

Содержатся образцы различных видов контрактов и соглашений на английском и русском языке, тренинги и задания по переводу с русского на английский.

Для студентов факультета лингвистики СГУ

Юнита соответствует профессиональной образовательной программе №3

ОГЛАВЛЕНИЕ

| | |
|---|----|
| ТЕМАТИЧЕСКИЙ ПЛАН | 5 |
| ЛИТЕРАТУРА | 6 |
| LESSON 1 (УРОК 1) | 7 |
| DAYS 1, 2 (ДНИ 1, 2) | 7 |
| THE PARTNERSHIP | 7 |
| DAYS 3, 4 (ДНИ 3, 4) | 15 |
| Model Form of Partnership Deed | 15 |
| DAY 5 (ДЕНЬ 5) | 23 |
| Translate into English | 23 |
| DAY 6 (ДЕНЬ 6) | 25 |
| Translate into English | 25 |
| LESSON 2 (УРОК 2) | 28 |
| DAY 1 (ДЕНЬ 1) | 28 |
| Text: Companies | 28 |
| DAY 2 (ДЕНЬ 2) | 30 |
| Text: Specimen Memorandum of Association | 30 |
| DAY 3 (ДЕНЬ 3) | 35 |
| Translate into English | 35 |
| DAYS 4-6 (ДНИ 4-6) | 39 |
| Translate into English | 39 |
| LESSON 3 (УРОК 3) | 45 |
| DAY 1 (ДЕНЬ 1) | 45 |
| Text: Contracts for the Supply of Goods | 45 |
| DAYS 2-4 (ДНИ 2-4) | 48 |
| Text: Контракт поставки одежды | 48 |
| DAY 5-6 (ДЕНЬ 5-6) | 59 |
| Text: Условия покупки | 59 |
| LESSON 4 (УРОК 4) | 64 |
| DAYS 1, 2 (ДНИ 1, 2) | 64 |
| Text: Соглашение агента-купца | 64 |
| DAYS 3-5 (ДНИ 3-5) | 72 |
| Text: Соглашение о приеме на работу Агента по сбыту в качестве независимого подрядчика | 72 |
| DAY 6 (ДЕНЬ 6) | 78 |
| Text: Соглашение о деятельности в качестве Дистрибутора | 78 |
| LESSON 5 (УРОК 5) | 83 |
| DAYS 1, 2 (ДНИ 1, 2) | 83 |
| Text: Credit | 83 |
| DAY 3 (ДЕНЬ 3) | 90 |
| Text: Векселя | 90 |

| | |
|---|-----|
| DAY 4 (ДЕНЬ 4) | 92 |
| Text: Долговое обязательство – основная форма | 92 |
| DAY 5 (ДЕНЬ 5) | 96 |
| Text: Простой вексель | 96 |
| DAY 6 (ДЕНЬ 6) | 100 |
| Text: Кредитные соглашения | 100 |
| ГЛОССАРИЙ * | |

* Глоссарий расположен в середине учебного пособия и предназначен для самостоятельного заучивания новых понятий.

ТЕМАТИЧЕСКИЙ ПЛАН

Урок 1. Товарищество: определение и основные черты. Типы партнеров. Фирма и ее название. Товарищества с ограниченной ответственностью. Регистрация товариществ Права и обязанности партнера.

Соглашение о создании товарищества (образец). Соглашение о партнерстве (краткая форма). Соглашения о партнерстве между двумя лицами, основывающими дело в качестве новой фирмы.

Урок 2. Компании. Компании с ограниченной и неограниченной ответственностью. Государственные (общественные) и частные компании. Процесс создания компаний. Образцы документов-актов о создании компании с приложением Устава компании.

Договор об учреждении Акционерной компании с ограниченной ответственностью (краткая форма). Соглашение об учреждении компании для приобретения дела или собственности, принадлежащей одной из сторон.

Урок 3. Контракты о поставке товаров. Поставка товаров в кредит и ее виды. Пример контракта: контракт на поставку одежды. Документ: условия покупки.

Урок 4. Документ: соглашение агента-купца; соглашение о приеме на работу агента по сбыту в качестве независимого подрядчика; соглашение о деятельности в качестве дистрибутора.

Урок 5. Кредит. Виды кредита. Кредитные карточки. Банковские кредиты. Векселя. Образцы документов: простой вексель; акцепт векселей; переводной вексель; чек; индосамент векселей и чеков; долговое обязательство; платежный приказ банку. Кредитные соглашения: циркулярное письмо кредиторам с предложением встречи, соглашение с кредиторами о выплате долга частями. Гарантия выплаты за товары, поставляемые торговцу.

ЛИТЕРАТУРА

Базовый учебник

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2. Контрактное право. Мировая практика. Собрание документов в 3 томах на русском и английском яз. / Под ред. Г.В. Петровой, т. 1—2/ М., 1993.

Дополнительная литература:

3. Федотова И.Г., Цыганкова Н.Н. Коммерция и право. М: Школа Международного бизнеса МГИМО, 1991.

4. Keenan D., Riches S. Business Law. London: Pitman, 1993.

Примечание. Знаком (*) отмечены работы, на основе которых составлен научный обзор.

LESSON 1

УРОК 1

DAYS 1, 2

ДНИ 1, 2

Read the following text and translate it into Russian.

THE PARTNERSHIP

Definition and Nature of a Partnership

The Partnership Act 1890 sets out the basic rules which apply to this type of business organization. All section references in this chapter are to that Act unless there is a reference to some other Act.

In addition, the 1890 Act codified the case law on partnership which there had been up to 1890. We use them because the 1890 Act was based upon them and they are, therefore, examples of what the Act was trying to achieve and presumably has achieved. The cases after 1890 are interpretations of the words used in the Act following its being passed by Parliament.

Definition

An *informal* partnership is defined as ‘The relation which subsists between persons carrying on a business in common with a view of profit’. (S. 1).

It should be borne in mind that if the parties have agreed to be partners, then they will be. All the definition is saying is that any persons who carry on a business in common with a view of profit are partners, even if they have not expressly agreed to be. This is what we mean by an ‘informal partnership’. The definition and what follows should be understood in that light — it is a definition of the facts required to make an informal partnership.

Explanation and Consequences of the Definition

1. The relation which subsists is one of contract. A partnership is a contract based on being **in a business which has started**.

Thus if Jane and John decide that they **will** run a shop, they are not partners in the informal sense until the shop is actually operating.

While they are preparing to open, as by ordering goods and starting a bank account, they are not partners and contracts in the ‘preparing’ stage are not partnership contracts. If they are made they are made only by the person who actually enters into them.

2. A partnership is 'between persons', but a company, being a legal person, can be a partner with a human person. The members of the company may have limited liability while the human person has not. Two or more limited companies can be in partnership, forming a consortium as an alternative to merging one with the other. It should not be assumed that a limited company is a limited partner. The company is liable for the partnership debts to the limit of its assets. It is the liability of the company's members which is limited — a very different thing.

3. Partners must be carrying on a business, and for this reason a group of people who run a social club would not be an informal partnership.

Under s. 45 a business includes 'every trade, occupation, or profession', but this does not prevent a particular profession from having rules forbidding members to be in partnership; e.g. a barrister is not allowed to be in partnership with another barrister, at least for the purpose of practice at the Bar.

The importance of being in business together as partners is also shown by *Spicer v Mansell (1970)*.

4. Partners must act in common, and the most important result of this is that unless the agreement says something different, every general partner must be allowed to have a say in management, as s. 24(5) also provides. A partner who is kept out of management has a ground to dissolve the firm unless there is something in the agreement which limits the right to manage.

The specimen partnership agreement which appears further should be looked at to see how management rights have been dealt with.

5. There must be a view of profit, and so it is unlikely that those groups of persons who have got together to run railway preservation societies are informal partnerships.

6. The sharing of gross returns, by A and B will not normally indicate a partnership between A and B. Partners share net profits, i.e. turnover less the outgoings of the business. Section 2 says that the sharing of gross returns does not, of itself, provide evidence of partnership as the following case shows.

7. Joint ownership according to s. 2 does not of itself make the co-owners partners. That means that there is no joint and several liability for debt between the co-owners, say A and B. So if A and B are joint owners of 12 Acacia Avenue and A cannot pay a debt, say for a carpet which he has had fitted in his bedroom, B cannot be made liable as a partner. Co-owners are not agents one of the other as partners are. It should not be thought from this that the joint owners of property can never be partners. If A and B are left a row of houses in a will and collect and spend the rents, their relationship will not be one of implied partnership because English law does not recognize joint ownership of property as a business and s. 2 affirms this.

However, if the joint owners enter into a partnership contract, written or oral, sharing the rents, say 50/50, and appear to **intend** a partnership, then a partnership there will be. But, if the only evidence of partnership is joint ownership of property this is not enough to establish a partnership. This is the true meaning of s. 2.

8. Formalities, that is, writing, are not required for a partnership agreement. In fact there need not be a contract at all. If the definition in s.1 is complied with and the parties seem to intend a partnership there will be one. However, to make quite sure what has been agreed by the partners there should be a written agreement.

The Sharing of Profits as Evidence of Partnership

At one time the sharing of profits was almost conclusive evidence of informal partnership. During this period a number of everyday business transactions could give rise to a partnership, though the parties did not want this because of the possibility of incurring liability for another's debts. The position was eventually clarified in regard to the business transactions set out below by s 2(3) of the Act of 1890.

(a) Partners can pay off a creditor by instalments out of the profits of the business. This comes from the following case which was decided before the 1890 Act.

(b) Partners can pay their employees or agents by a share of profits. It has long been the practice of some organizations to pay employees in part by some profit-sharing scheme. The Act makes this possible without putting the employees at risk of being regarded as partners and liable for the debts of the firm if the true partners run into money trouble.

The provision is also important to the true partners because the giving of labour is sufficient to form a partnership: the putting in of money by way of capital is not essential. So this provision makes sure that the employees themselves cannot claim to be partners just because they are sharing profits under an employees' scheme.

(c) Partners can pay an annuity (which is a sum of money paid at intervals during the lifetime of the person who is due to receive it) by a share of profits to the widow or child of a deceased partner. These annuities are common in partnership agreements. This provision prevents those who receive these annuities from being regarded as partners by creditors of the firm merely because they have a share of profits. Once again, however, it is important that the persons receiving the annuity do not take part in the management of the firm.

Annuities payable to male widowers are covered. (See s. 6(b) of the Interpretation Act 1978: 'Words importing female gender include masculine

gender unless a contrary intention appears.')

There is no contrary indication here.

(d) Partners can pay interest on a loan by a share of net profits provided that the contract of loan is in writing and signed by all the parties to it. This provision will protect a lender if a creditor tries to make him liable for the debts of the firm he has lent the money to, as where the creditor argues that the lender is really a dormant partner.

However, the lender must not take part in the running of the business. Remember also that the lender will not need the protection of this provision if he is paid a fixed rate of interest on his loan, e.g. 10 per cent per annum instead of 10 per cent per annum of the profit. If he is paid 10 per cent per annum interest he is clearly a creditor and not a partner.

Do not think that because there is no written contract that a lender will always be a partner. It is still a matter for the court to decide if it is argued that he is. Normally a properly drafted written contract should persuade the court that the lender is not a partner.

(e) Partners can pay for goodwill by a share of profits. If A sells his business to partners B and C, and B and C pay in cash for the tangible assets of A's business, e.g. the plant and machinery, A, B and C may agree that the goodwill of A's business should be paid for by giving A a share of the profits for a period of time. A will not be regarded as an informal partner unless, of course, he takes part in the management of the business.

Types of Partners

Partners are of different types in law as set out below.

The general partner

This is the usual type of partner who, under s. 24, has the right to take part in the management of the business unless there is an agreement between himself and the other partner(s) that he should not. For example, the partnership agreement may say that some junior partners are not to order goods or sign cheques. We shall see, however, that in spite of restrictions of this kind, if a junior partner ordered goods on behalf of the firm, though he had no authority to do so, the contract would be good and the seller could sue the partners for the price if they did not pay.

However, by ignoring the partnership agreement and making unauthorized contracts in this way, the junior partner could give his co-partners grounds to dissolve the firm, on the grounds that he was in breach of the partnership agreement, and exclude him from their future business operations.

The dormant partner

The 1890 Act does not mention this type of partner but in fact he is a partner who puts money (capital) into the firm but takes no active part in the management of the business. If he does take part in management he would cease to be a dormant partner and become a general partner.

The salaried partner

It is quite common today, at least in professional practices of, for example, solicitors and accountants, to offer a young assistant a salaried partnership without the assistant putting any money into the firm as the general (or equity) partners do.

Normally, these salaried partners are paid a salary just as an employee is with tax and national insurance being deducted from it. They are not partners for the purpose of dissolving the firm. If they want to leave they do so by serving out their notice or getting paid instead.

However, because they usually appear on the firm's letterheading as partners, or on the list of partners for inspection under the Business Names Act 1985, they could, according to the decision in *Stekel v Ellice (1973)*, be liable to pay the debts of the firm as a partner by estoppel (see below).

Because of this case a salaried partner should get a full indemnity, as it is called, from the general partners in case he is made to pay the firm's debts or meet its liability to its clients. In practice this will not happen unless the firm has not paid its debts or satisfied its liability to clients. Liability as a partner, is joint and several so that if A is a full partner and B a salaried partner, and the debt £2000, either A or B could be made to pay it all and then claim only a contribution, which would often be one half, from the other partner. Thus if B pays the £2000 he is entitled to £1000 from A. However, if B gets an indemnity from A, then if B has to pay the £2000, he can recover all of it from A.

There is no real problem for the salaried partner in the large firm with its massive insurances and extensive assets, but the practice has spread to medium and small firms of, e.g., accountants and solicitors where problems could arise in terms of partner liability.

The partner by holding out (or by estoppel)

The usual way in which this happens in practice is where a person allows his or her name to appear on the firm's letterheading, or on the list of partners for inspection under the Business Names Act 1985 whether that person is or is not a full partner. It can also happen on the retirement of a partner if the partner retiring does not get his name off the letterheading or list.

Under s. 14 everyone who by words, spoken or written, or by conduct, represents himself, or knowingly allows himself to be represented as a

partner in a particular firm, is liable as a partner to anyone who has, because of that, given credit to the firm or advanced money to it.

Thus, although such a person is not truly a partner, he may be sued by a client or creditor who was led to believe that in fact he was a partner.

However, to become a partner by holding out (or estoppel, as it is also called) the person held out must know that he is being held out as a partner and if he knows it must also be shown that he consents.

The Firm and the Firm Name

Generally

In English law the partnership firm is not an artificial person separate from the partners. In other words, it is not a person (or *persona*) at law as a company is.

If there are 10 partners in 'Snooks, Twitchett & Co', then the firm name, that is, 'Snooks, Twitchett & Co', is only a convenient short form for (or a collective designation of) all the partners. It saves reeling off all their names when business is done. Thus a contract can be made in the firm name.

If the firm wishes to sue, or if it is sued by a creditor, the Rules of the Supreme Court (which are rules made by the judges to deal with procedure in court) do give a sort of personality to the firm in that they allow —

(a) actions by and against outsiders in the firm name; 'Snooks, Twitchett & Co' can sue or be sued in that name;

(b) enforcement of judgments and orders is allowed against the assets of the firm, as by taking and selling those assets to pay the judgment creditor.

A judgment against the firm can also be enforced in the same way against the private property of any partner if the assets of the firm are not enough.

So, although in legal theory a partnership firm is not a *persona* at law, yet for some practical purposes, e.g. contracting, suing and being sued, the firm is regarded as a sort of independent entity.

Choice of name

Restrictions on the name chosen for the firm are set out below.

Business names and company legislation

Under the **Business Names Act 1985** the names of all the members of a partnership and their addresses in Great Britain where documents can be served must be stated in a notice which must be prominently displayed so that it can be easily read at all the firm's business premises. The names must

also be stated in readable form on all business letters and documents. However, this requirement is relaxed in the case of a firm which had more than 20 partners. If there are more than 20 partners, the firm may choose not to list the names of the partners on the relevant documents but have instead a statement on the business letters and documents of the firm's principal place of business with an indication that a list of partners' names can be obtained and inspected there. If this choice is made no partner's name shall appear on the relevant documents except in the text of a letter or by way of signature. The Act also requires every partnership to provide to anyone with whom it is doing or discussing business a note of the partners' names and addresses on such information being asked for by that person.

In some cases official approval is required for the use of certain partnership names. For example, the use of the word 'Royal' in a firm's name requires the approval of the Home Office. These matters were more fully considered in Chapter 5.

Under the **Companies Act 1985** the use of the descriptions 'Company' or 'and Company' are allowed for partnerships even though they suggest that they are companies. However, the Companies Act 1985 makes it an offence to use a firm name which ends with the expression 'Limited' or 'Ltd' for associations such as partnerships, whether ordinary partnerships or limited partnerships. Failure to comply with this rule results in liability to a fine for every day it goes on.

Passing off at common law

As far as the common law is concerned, partners, say A and B, can trade in any name that suits them so long as the name does not suggest that their business is the same as that of a competitor. It must not deceive or confuse the customers of some other person or persons, say, C and D.

If it does the court will, if asked, give an injunction and/or damages against A and B to protect the business of C and D.

However, people can carry on business in their own names, even if there is some confusion with another person's business, unless it is part of a scheme deliberately to deceive the public.

Limited Partnerships

Generally

The Limited Partnerships Act 1907 provides for the formation of limited partnerships in which one or more of the partners has only limited liability for the firm's debts. These partnerships are not common because in most cases the objective of limited liability can be better achieved by incorporation as a private company.

A limited partnership is not a legal entity and must not have more than 20 members, though this provision does not apply to limited partnerships of solicitors, accountants, or stockbrokers, among others. There must also be one general partner whose liability for the debts of the firm is unlimited. A body corporate may be a limited partner.

Registration

Every limited partnership must be registered with the Registrar of Companies. The following particulars must be registered by means of a statement signed by the partners -

- (a) the firm name;
- (b) the general nature of the business;
- (c) the principal place of business;
- (d) the full name of each partner;
- (e) the date of commencement of the term of the partnership, if any;
- (f) a statement that it is a limited partnership;
- (g) the particulars of each limited partner and the amount contributed by him, whether in cash or otherwise.

Any change in the above particulars or the fact that a general partner becomes a limited partner must be notified to the Registrar within seven days. Failure to register means that the limited partner is fully liable as a general partner. When a general partner becomes a limited partner, the fact must be advertised in *The London Gazette* if the transaction is to be effective in law.

The Register of Limited Partnerships is open to inspection by the public who may also obtain certified copies of, or extracts from any registered statement.

Rights and duties of a limited partner

A limited partner is not liable for the debts of the firm beyond his capital, but he may not withdraw any part of his capital and, even if he were to do so, he would still be liable to the firm's creditors for the amount he originally subscribed.

A limited partner has no power to bind the firm and may not take part in its management. If he does manage the firm he becomes liable for all the liabilities incurred by the firm during that period.

LESSON 1

УРОК 1

DAYS 3, 4

ДНИ 3, 4

Translate into Russian:

MODEL FORM OF PARTNERSHIP DEED
(with explanatory comments)

AN AGREEMENT made this 2nd day of June one thousand nine hundred and ninety-two between John Jones of Bleak House, Barchester; Chartered Accountant and Jane James of 12 Acacia Avenue, Barchester; Chartered Accountant and William Pitt of 55 Low Terrace, Barchester; Chartered Accountant

IT IS THE HEREBY AGREED AND DECLARED AS FOLLOWS:

1. *Duration and objects* The said John Jones, Jane James and William Pitt shall become and remain partners in the business of Chartered Accountants for a term of five years from the date of this deed if they shall so long live.

Comment. The period of five years ensures that it is not a partnership at will. We do not want a partnership at will because it can be terminated by notice at any time thus allowing a partner to leave the firm with ease so that years of work is brought to an end at the will of one partner.

2. Although the partnership constituted by this Deed is for a period of five years nevertheless it is the intention of the parties hereto to continue in partnership from five-year period to five-year period subject only to the incidence of death or retirement.

Comment. Since a fixed term has been agreed there should be provision for it to be continued upon the same terms on the expiry of the fixed term. It is better to include this in the deed so that there is no doubt what will happen at the end of each term of five years. In any case of course, s. 27 would apply and the partnership would be at will but on the same terms as the fixed partnership which had just expired.

3. The death retirement expulsion or bankruptcy of a partner shall not determine the partnership between the partners but without prejudice to the generality of this clause the parties hereto shall review the provisions of this deed whenever the admission of a new profit-sharing partner into the partnership is being contemplated.

Comment. This clause is inserted to make sure, for example, that the death of a partner does not cause a dissolution as between those partners who remain and that the business continues under the remaining partners. If this clause was not included there would be an automatic dissolution under s. 33(1) on the death of a partner.

4. *Firm name* The partners shall practise in partnership under the firm name of 'Jones, James, Pitt&Co' (or such other name as the partners may hereafter agree).

5. *Location of practice* The business of the partnership shall be carried on at 10 Oak Buildings, Barchester and/or such other place or places as the partners may from time to time decide.

6. *Bankers and application of partnership money* (I) The bankers of the firm shall be the Barchester Bank plc or such other bankers as the partners shall agree upon both for the money of clients for the time being in the keeping of the partnership and for the moneys of the partnership.

(II) All partnership money shall be paid to the bankers of the partnership to the credit of the partnership and the partners shall make such regulations as they may from time to time see fit for opening operating or closing the bank accounts of the partnership and for providing the money required for current expenses.

(III) All outgoings incurred for or in carrying on the partnership business and all losses and damages which shall happen or be incurred in relation to the business are to be paid out of the moneys and profits of the partnership and if there is a deficiency shall be contributed by the partners in the shares in which they are for the time being respectively entitled to the profits of the partnership.

Comment. Clause 6(II) gives the partners power to make regulations as to who may draw cheques in the name of the firm. In many cases this will be each partner alone, though where there

are more than two partners it is usual to provide that all cheques over a certain amount are to be signed by at least two of the partners.

7. Capital (I) The initial capital of the partnership shall be a sum of £ 30 000 to be contributed by the partners in equal shares together with such further cash capital (if any) as the partners may from time to time agree to be required (in addition to any loan capital) for the purposes of the partnership and which shall be provided (except as may from time to time be otherwise agreed by the partners) in the proportion in which the partners are for the time being entitled to share in the profits of the partnership.

(II) Five thousand pounds (£ 5 000) being the agreed value of the goodwill of the business carried on at 10 Sandy Lane, Barchester by the said John Jones which will be taken over by the said partnership and which shall be credited in the books of the firm as part of the capital brought in by the said John Jones.

(III) The said sum of £3 000 and any further capital provided by the partners shall carry interest at the rate of ten (10) per cent per annum to be payable half yearly in arrears on 30th June and 31st December or at such other rate and payable at such other times as the partners shall from time to time decide.

Comment. Unless there is a specific provision such as the one in (III) above interest on capital is not payable.

8. Profits The partners shall be entitled to the net profits arising from the business in equal shares or such other shares as may from time to time be agreed by the partners. Such net profits shall be divided among the partners immediately after the settlement of the annual accounts in the manner hereafter provided.

Comment. Oddly enough, although the 1890 Act says that partners are in business with a view of profit it says nothing about dividing profit. This special provision makes the matter of division clear.

9. Management and partnership The control and management of the partnership shall remain in the hands of the partners and salaried partners (if any) shall not be entitled to control of the take part therein.

10. *Circulation of agendas and other information* - All agendas and minutes of partners' meetings and balance sheets and profit and loss accounts shall be circulated to partners.

11. *Partnership accounts and partners drawings* - At the close of business on the 31st May in the year one thousand nine hundred and ninety-three and on the same day in each succeeding year the accounts of the partnership shall be made up.

Each partner may draw on account of his share of profit to such extent as may be decided by the partners from time to time.

Comment. The partners may agree, for example, that £1000 per month as a maximum be drawn. It is usually also provided that if on taking the annual account the sums drawn out by any of the partners are found to exceed the sum to which that partner is entitled as his share of the year's profits the excess shall be refunded immediately.

12. *Conduct of the partnership business* Each partner shall diligently employ himself in the partnership business and carry on and conduct the same for the greatest advantage of the partnership.

13. *Holidays* Each partner shall be entitled to five weeks holiday in aggregate in each year of the partnership.

Comment. It may sometimes be found that the agreement states that some or all of this holiday must be taken between certain dates in the year.

14. *Restrictions* No partner shall without the previous consent of the others -

(a) hire or dismiss any employee or take any trainee;

(b) purchase goods in the name or on behalf of the firm to an amount exceeding one thousand (£ 1000) pounds;

(c) compound release or discharge any debt owing to the partnership without receiving the full amount therefor;

(d) be engaged or interested whether directly or indirectly in any business or occupation other than the partnership business;

(e) advance the money of or deliver on credit any goods belonging to the partnership;

(f) make any assignment either absolutely or by way of charge of his share in the partnership;

(g) give any security or undertaking for the payment of any debt or liability out of the money or property of the partnership;

(h) introduce or attempt to introduce another person into the business of the partnership;

(i) enter into any bond or become surety for any persons or do or knowingly permit to be done anything whereby the capital or property of the partnership may be seized attached or taken in execution.

Comment. This clause can be extended as required. However, since partners have considerable apparent authority under s.5 of the 1890 Act and case law the above prohibitions will in many cases not prevent an outsider who has no knowledge of them from claiming against the firm.

They do provide grounds for dissolution of the firm if a partner is in wilful or persistent breach of them or the partnership agreement in general.

It is generally unwise to have a very large number of prohibitions because this is likely to restrict the activities of the firm and its individual partners unduly.

15. Partners debts and engagements Every partner shall during the partnership pay his present and future separate debts and at all times indemnify the other partners and each of them and the capital and effects of the partnership against his said debts and engagements and against all actions suits claims and demands on account thereof.

16. Expulsion of partners If any partner shall:
(a) by act or default commit any flagrant breach of his duties as a

- partner or of the agreements and stipulations herein contained; or
- (b) fail to account and pay over or refund to the partnership any money for which he is accountable to the partnership within 14 days after being required so to do by a partner specifically so authorised by a decision of the partners; or
 - (c) act in any respect contrary to the good faith which ought to be observed between partners or
 - (d) become subject to the bankruptcy laws; or
 - (e) enter into any composition or arrangement with or for the benefit of his creditors; or
 - (f) be or become permanently incapacitated by mental disorder, ill-health, accident or otherwise from attending the partnership business; or
 - (g) except with the consent of the other partners absent himself from the said business for more than six calendar months in any one year or for more than ninety consecutive days (absence during the usual holidays or due to temporary illness or as agreed not being reckoned); then and in any such case the other partners may by notice in writing given to him or (in the case of his being found incapable by reason of mental disorder of managing and administering his property and affairs for the purposes of Part VII of the Mental Health Act 1983) to his receiver or other appropriate person or left at the office of the partnership determine the partnership so far as he may be concerned and publish a notice of dissolution of the partnership in the name of and as against such partner whereupon the partnership will so far as regards such partner immediately cease and determine accordingly but without prejudice to the remedies of the other partners for any antecedent breach of any of the stipulations or agreements aforesaid and any question as to a case having arisen to authorise such notice shall be referred to arbitration.

17. Dissolution

Upon the dissolution of the partnership by the death of a partner or by a partner retiring, the other partners shall be entitled to purchase upon the terms hereinafter specified the share of the partner (including goodwill) so dying or retiring: provided that written notice of intention to purchase shall be given to the retiring

partner or to the personal representatives of the deceased partner within two calendar months after the date of the dissolution.

18. The purchase money payable under clause 17 hereof shall be the net value of the share of the deceased or retiring partner as at the date of the dissolution after satisfying all outstanding liabilities of the partnership with interest at the rate of ten per cent per annum as from the date of dissolution: provided that if the value of the said share cannot be agreed upon the same shall be submitted to arbitration in the manner hereinafter provided.

The purchase money shall be paid by six equal instalments the first instalment to be paid at the end of three months after the date of the dissolution and thereafter at the end of each succeeding period of three months with interest at the rate of ten per cent per annum upon so much of the purchase money as shall remain unpaid for the time being and such purchase money shall if required be secured by the bond of the surviving partners with not fewer than two sureties.

19. *Goodwill* For the purposes of the foregoing clauses the goodwill of the partnership shall be deemed to be valued at three years' purchase of the average net profits of the partnership for the preceding five years or the average of the whole period if the partnership shall have subsisted for less than five years.

Comment. Any other basis of assessment which the partners may decide upon could of course have been included or the matter of goodwill could have been omitted entirely.

20. In the event of one of the partners retiring and the other partners purchasing his share the retiring partner shall not during the unexpired residue of the term of the partnership carry on or be interested either directly or indirectly in any business similar to that of the said partnership and competing therewith within a radius of one mile of 10 Oak Buildings, Barchester or of any other place of business belonging to the partnership at the date of the notice of retirement.

21. Upon the determination of the partnership any partner or his personal representative shall have power to sign in the name of the firm notice of the dissolution for publication in the Gazette.

22. *Arbitration* - Should any doubt or difference arise at any time between the said partners or their personal representatives with regard to the interpretation or effect of this agreement or in respect of the rights duties and liabilities of any partner or his personal representatives whether in connection with the conduct or winding up of the affairs of the partnership, such doubt or difference shall be submitted to a single arbitrator to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first abovementioned.

Signed as a deed by the
above-named John Jones in the
presence of,

George Blake,
42 Hill Top,
Barchester.

George Blake

John Jones

Signed as a deed by the
above-named Jane James in the
presence of,

George Blake.

George Blake

Jane James

Signed as a deed by the
above-named William Pitt in the
presence of,

George Blake.

George Blake

William Pitt

Note. Partnership deeds usually contain also complex provisions relating to life assurance for retirement; annuities for partners' dependants in the case of death, and annuities to partners in the event of permanent incapacity. There are often, also, much more complex provisions relating to payments to be made to any partner on death or retirement and the continuation of the partnership for tax purposes. However, these do not assist in the understanding of the Partnership Act 1890 and involve knowledge of matters not dealt with in this text. They have accordingly been omitted.

LESSON 1

УРОК 1

DAY 5

ДЕНЬ 5

Translate into English According to the RET method.

Соглашение о партнерстве — очень краткая форма

СОГЛАШЕНИЕ заключено _____ (дата) МЕЖДУ А.В. и т.д. и В.В., его женой. БЫЛА ДОСТИГНУТА ДОГОВОРЕННОСТЬ о том, что стороны являются партнерами в деловых операциях _____ (каких) под названием _____ в _____ (место) или на таких других условиях или в таких других сферах деловой активности, в отношении которых партнеры достигают договоренность, и что капитал [и прибавочный капитал] и вся прибыль распределяются поровну и все убытки распределяются поровну [или в следующих пропорциях, а именно А.В. _____ (75 процентов) и В.В. ____ (25 процентов)] [или в том, что касается капитала и прибавочного капитала А.В. 75 процентов и В.В. 25 процентов и в том, что касается прибыли и убытков — поровну].

ЗАВЕРЕНО и т.д.

(Подписи обеих сторон)

Partnership Agreement — Very Short Form

AN AGREEMENT made on ____ BETWEEN A.B. of etc. and B.B. his wife.

IT IS AGREED that the parties are partners in the business of ____ under the name of ____ at ____ or such other premises or in such other trades as the partners agree and that the capital [and surplus assets] and all profits and losses shall be divided or borne equally [or in the following proportions namely A.B. ____ [75%] and B.B. ____ [25%]] [or as to capital and surplus assets A.B. 75% and B.B. 25% and as to profits and losses equally.]

AS WITNESS, etc.

[signatures of both parties]

Translate into English

Соглашение о партнерстве между двумя лицами, основывающими дело в качестве новой фирмы

ДАННЫЙ ДОГОВОР О ПАРТНЕРСТВЕ, заключенный _____ (дата) МЕЖДУ А.В. и т.д. и С.Д. и т.д.,

СВИДЕТЕЛЬСТВУЕТ о том, что А.В. и С.Д. (“Партнеры” или, если речь идет только об одном из них, то “Партнер”) становятся партнерами в торговле или деле _____ на следующих условиях:

1. Партнерство начинает [или начало] свою деятельность _____ (дата) и продолжает ее (в течение _____ лет с этой даты и затем) до тех пор, пока такая деятельность не будет прекращена в соответствии с условиями, изложенными ниже.

2. Фирма получает название “B. and D.”.

3. Деловые операции партнерства осуществляются _____ (место) или в таком другом месте или местах, в отношении которых Партнеры на настоящий момент достигают договоренность.

4. Банкирами фирмы является _____ Банк, государственная акционерная компания с ограниченной ответственностью _____. Отделение и все чеки подписываются обоими Партнерами [или каждый Партнер вправе снимать деньги со счета фирмы для оплаты счетов по деловым операциям партнерства].

5. Капитал партнерства составляет _____ фунтов стерлингов, и он обеспечивается Партнерами и принадлежит им поровну, и в любой момент в будущем любой дополнительный капитал, необходимый для целей партнерства, вносится Партнерами поровну, если не будет достигнута другая договоренность.

6. Прибыль и убытки от деловых операций (включая потери капитала) делятся и покрываются Партнерами пропорционально капиталу, который на данный момент записан на них в книгах партнерства.

7. Договор (соглашение) об аренде, по которому А.В. в настоящее время занимает помещения, находится в _____, то есть в том же самом месте, где партнерство в настоящее время осуществляет свои деловые операции, и по требованию С.Д. передается Партнерам как совместным арендаторам для хранения в качестве части имущества партнерства, и стороны договариваются о том, что вся ответственность по упомянутому договору об аренде во время действия соглашения о партнерстве или

Read the following text and translate it into Russian.

Companies

Types of registered companies

Registered companies may be limited or unlimited and public or private.

Limited companies

Most registered companies are limited by shares. This means that the liability of the members of the company is limited. The company's liability is not limited. It must pay its debts so long as it has any funds from which to do so.

Where the liability of the members of the company is limited by shares it means that once the members have paid the full nominal value of their shares, plus any premium that may have been payable on them, they cannot be asked to pay any more even if the company is wound up and cannot pay its creditors in full from the funds that are left.

If, therefore, John Green owns 100 shares issued at £1 each by Boxo plc, then once he has paid £100 to Boxo plc for them neither he nor anyone else who buys them from him can be required to pay more. If the shares had been issued at a premium of 50p, then once John had paid £150 to Boxo, neither he nor anyone else who bought the shares from him could be required to pay more. If John transferred the shares before he had paid for them in full, then the person who bought them from him would have to pay the balance if called upon to do so by Boxo plc.

Companies may also be limited by guarantee. An example is the Associated Examining Board. In this case the members are liable only to the amount they have agreed upon in the memorandum. (A specimen memorandum appears at p 152.) There is a separate clause in the memorandum of a guarantee company which might say, for example -

'Every member of the company undertakes to contribute such amount as may be required (not exceeding £100) to the company's assets if it should be wound up while he is a member or within one year after he ceased to be a member, for payment of the company's debts and liabilities contracted before he ceased to be a member and of the costs charges and expenses of winding up.'

Obviously, this liability arises only if the company is wound up. Guarantee companies cannot be registered with a share capital as well so they will normally get their income from members' subscriptions, as in the case of a club.

Unlimited companies

Companies may be registered in which the liability of members is unlimited. Not many of these exist because of the personal liability of their members, which is unpopular. However, some organizations are prepared to put up with the fact that the liability of their members is unlimited in view of certain privileges available.

Also, there is some advantage over a partnership in that there is a separate company *persona* for making contracts and holding property plus perpetual succession so that, for example, the death of a member does not cause a dissolution.

The main advantage over the limited company is that unlimited companies do not have to file accounts with the Registrar so that the public has no access to their financial statements. However, the price of financial secrecy is unlimited liability. The above provisions do not apply if the company concerned is a subsidiary or holding company of a limited company.

The memorandum of an unlimited company does not contain any clause stating that the liability of its members is limited. This achieves the unlimited liability.

These companies may also have a share capital in which case the members must pay for their shares in full plus any premium and even then they have personal liability for the company's debts if it is wound up and does not have sufficient funds to pay its debts. These companies are always private companies. Public companies must be limited (normally by shares).

Public and private companies

The Companies Act 1985 defines a public company and leaves private companies largely undefined other than by the fact that they are companies which do not satisfy the public limited company (plc) definition, and s. 170 of the Financial Services Act 1986 generally prohibits the issue by private companies of advertisements offering their securities.

A public company is a company limited by shares. Its memorandum of association has a separate clause stating that it is a public company.

Two members are required for a public company. Also, a public company cannot start trading or borrow money until it has received a certificate from the Registrar of Companies under s. 117. This certificate will not be given unless the issued share capital of the company is at least £50,000 and not less than one-quarter of the nominal value of each share and the whole of any premium has been received by the company.

Therefore, at least £50 000 in nominal value of shares must have been purchased in the company and £12 500 paid up on them. If the shares were of a nominal value of £1 and issued at a premium of 50p, then a company would have had to receive. £12 500 plus £25 000 = £37 500. This is to stop public companies starting up in business without enough capital and then possibly being wound up quickly leaving the creditors unpaid.

If a company does trade or borrow without a s 117 certificate the company and its directors commit a criminal offence. However, transactions such as contracts for the supply of goods and loans can be enforced against the company. Also, if the company is asked to pay, say for goods supplied and does not do so within 21 days of the demand, the company's directors become jointly and severally liable to pay the debts.

As we have seen under SI 1992/1699, a private company may be formed with or allow its membership to drop to one person. The consequences of having a single member private company limited by shares or guarantee will be referred to as the text proceeds. Single member status is not available to unlimited private companies.

Formation

A company, whether public or private, is formed (or incorporated) by applying for registration with the Registrar of Companies in Cardiff. The people who want the company to be formed (who are called the promoters) must send certain documents to the Registrar. The main ones are set out below (a) Memorandum of association; (b) Articles of association.

LESSON 2

УРОК 2

DAY 2

ДЕНЬ 2

Translate the following text into Russian:

Specimen Memorandum of Association

The Companies Act 1985
COMPANY LIMITED BY SHARES
Memorandum of Association of

RICHES, KEENAN PUBLISHING LIMITED

1. The name of the company is Riches, Keenan Publishing Ltd.

2. The registered office of the company will be situated in England.

3. The objects for which the company is established are:

(a) To carry on business as authors, editors, proprietors, printers and publishers of newspapers, journals, pamphlets, circulars, magazines, books and other literary and advertising works and undertakings, and to carry on all or any of the businesses of printers, stationers, lithographers, stereotypers, electrotypers, photographic printers, chromo lithographers, photo lithographers, photo process, steel and copper plate engravers, die sinkers, typefounders, photographers, dealers in parchment, advertising agents, designers, draughtsmen, publishers and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them, or connected therewith and to establish and carry on, as may from time to time by the company be thought fit, a tutorial and lecturing system, college, school, or colleges and schools, where students may receive tuition in economics, sciences, arts, industry, languages, commerce, journalism, and all or any other branches of knowledge, or endeavour to provide for the giving and holding of lectures, scholarships, exhibitions, classes and photographic and recording disc and tape media for the promotion or advancement of education.

(b) To carry on any other business (whether manufacturing or otherwise) which may seem to the company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the company's property.

(c) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with, or may enhance the value of any other property of the company.

(d) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings offices, factories, mills, works, wharves, roads, railways, tramways machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid and to work, manage, and control the same or join with others in so doing.

(e) To apply for, register purchase, or by other means acquire and protect prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the company, and to use and turn to account and to manufacture

under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the company may acquire or propose to acquire.

(f) To acquire and undertake the whole or any part of the business, goodwill and assets of any person firm or company carrying on or proposing to carry on any of the businesses which this company is authorized to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company or to acquire an interest in amalgamate with or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company or for subsidizing or otherwise assisting any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

(g) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the company.

(h) To invest and deal with the moneys of the company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.

(i) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the company, and to give guarantees or become security for any such persons, firms, or companies.

(j) To borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the company of any obligation or liability it may undertake.

(k) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(l) To apply for, promote, and obtain any Act of Parliament, provisional order, or licence of the Department of Trade and Industry or other authority for enabling the company to carry any of its objects into effect or for effecting any modification of the company's constitution, or for any other

purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.

(m) To enter into any arrangements with any governments or authorities (supreme, municipal, local, or otherwise) or any companies, firms, or persons that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government, authority, company firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the company may think desirable, and to carry out, exercise, and comply with any such charters contracts, decrees, rights, privileges, and concessions.

(n) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this company or carrying on any business capable of being carried on so as directly or indirectly to benefit this company.

(o) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the company through or by means of agents, brokers, sub-contractors, or others.

(p) To remunerate any person firm or company rendering services to this company, either by cash payment or by the allotment to him or them of shares or securities of the company credited as paid up in full or in part or otherwise as may be thought expedient.

(q) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the company or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this company.

(r) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the company or its employees, or may be connected with any town or place where the company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the company, and to the wives, widows, children, and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children, and other relatives and dependants.

(s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this company, or of undertaking any business or operations which may appear likely to assist or benefit this company or to enhance the value of any property or business of this company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(t) To sell or otherwise dispose of the whole or any part of the business or property of the company, either together or in portions, for such consideration as the company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(u) To distribute among the members of the company in kind any property of the company, and in particular any shares, debentures, or securities of other companies belonging to this company or of which this company may have the power of disposing.

(v) To procure the company to be registered or recognized in any part of the world.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other subclause.

4. The liability of the members is limited.

5. The share capital of the company is £10 000 divided into 10 000 shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

Translate into English according to the RET method:

Договор об учреждении Акционерной Компании
с ограниченной ответственностью: наиболее краткая форма

Компания 2345678

Закон о Компаниях от 1985 года

Акционерная Компания с ограниченной ответственностью

ДОГОВОР ОБ УЧРЕЖДЕНИИ АКЦИОНЕРНОГО ОБЩЕСТВА „B. & D. (Littlehampton) Limited“

1. Название Компании — “B. & D. (Littlehampton) Limited”.

2. Зарегистрированная контора Компании находится в Англии.

3.0. Целями, для которых учреждается Компания, являются:

[3.1. приобретение и ведение дела импортера и дилера вин, спиртных и безалкогольных напитков, которым в настоящее время занимается г-н А.В. в (адрес), и в связи с этим заключение и исполнение с изменениями или без изменений договора с вышеуказанным г-ном А.В. в форме проекта, который в целях установления подлинности парафируется буквами “E.F.” и т.д., инициалами солиситора];

3.1. [или 3.2.] ведение торгово-хозяйственной деятельности в качестве импортера и дилера вин, спиртных напитков и фруктовых соков, а также в качестве торговца вообще;

3.2. [или 3.3.] ведение любой другой торгово-хозяйственной деятельности, которой, по мнению Правления Компании, можно удобно и выгодно заниматься в связи с основной деятельностью, или которая, по расчетам, прямо или косвенно повысит стоимость или доходность каких-либо активов компании; и

3.3. [или 3.4.] осуществление любой другой деятельности, которая, по мнению Правления Компании, имеет отношение или способствует достижению вышеуказанных целей [и без ущерба для всего вышесказанного Компания имеет право: осуществлять свою торгово-хозяйственную деятельность самостоятельно или в объединении с одним или несколькими лицами (физическими или юридическими) или через одну или несколько дочерних компаний; оплачивать все расходы на учреждение компании и расходы, имеющие отношение к этому; продавать, сдавать в аренду или ликвидировать

любую собственность Компании; выписывать, акцептовать и выпускать в обращение оборотные документы; занимать деньги; гарантировать (под залог или без него) задолженность третьих лиц; выдавать закладные и другие виды залоговых бумаг на всю или часть имущества Компании, включая неоплаченную часть акционерного капитала; инвестировать деньги Компании по усмотрению Правления Компании; учреждать другие компании; продавать дело Компании за наличные деньги или любое другое встречное удовлетворение; распределять активы звонкой монетой среди акционеров Компании.]

4. Ответственность членов Компании ограничена.

5. Акционерный капитал Компании, составляющий (10 000 фунтов стерлингов), поделен на (десять тысяч) акций с номиналом в (один фунт стерлингов) каждая.

(Подписи)

Memorandum of Association of Company Limited by Shares:
Shortest Practicable Form

Company 2345678
The Companies Act 1985
Company limited by shares
MEMORANDUM OF ASSOCIATION
of
B. & D. (Littlehampton) Limited

1. The name of the Company is "B. & D. (Littlehampton) Limited".

2. The registered office of the Company shall be situated in England.

3.0. The object for which the Company is established are:

[3.1. To purchase and carry on the business of importer of and dealer in wines, spirits and soft drinks now carried MI by A.B. at [address] and accordingly to enter into and carry into effect with or without modifications an agreement with the said A.B. in the form of the draft which has for the purpose of identification been initialled by E.F. of etc. solicitor];

3.1. [or 3.2.] To carry on the business of importer of and dealer in wines, spirits and fruit juices and merchants generally;

3.2. [or 3.3.] To carry on any other business which may seem to the directors of the Company capable of being conveniently or profitably carried on in connection with that business or calculated directly or indirectly to enhance the value or render more profitable any of the company's assets; and

3.3. [or 3.4.] To do all such other things which may seem to the directors of the Company to be incidental or conducive to the attainment of the above objects [and without prejudice to the generality of the foregoing

2. Компания будет называться “B. & D. (Littlehampton) Limited”, если такое название пригодно для регистрации, или иметь другое пригодное название, в отношении которого есть договоренность между сторонами [или при отсутствии таковой — название, которое выберет г-н В.].

3.1. Договор об учреждении и Устав акционерной Компании составляются в соответствии с установленным образцом, прилагаемым к настоящему соглашению и маркированным сокращением “E.F.1”, с такими изменениями, какие будут согласованы сторонами в письменной форме.

3.2. Договор об учреждении и Устав акционерной Компании подписываются сторонами или их соответствующими доверенными лицами, каждая из которых заявляет в договоре об учреждении компании о своем согласии приобрести одну акцию номиналом в 1 фунт стерлингов в капитале Компании.

4.1. Стороны обеспечивают, чтобы они были назначены единственными первыми директорами Компании, а г-н D. был назначен первым секретарем.

4.2.0. Каждая из сторон настоящего соглашения осуществляет свое право голоса в течение всего периода пребывания в Компании и предпринимает такие другие меры в пределах своей компетенции, какие обеспечивают:

4.2:1. чтобы [любое] другое лицо из них не было снято со своего поста директора, пока таковое лицо является акционером Компании;

4.2:2. чтобы г-н В. был председателем Компании, пока он остается директором Компании (или до закрытия первого ежегодного общего собрания, на котором г-н D. назначается председателем, и впоследствии каждая из сторон ежегодно поочередно сменяют друг друга на посту председателя Компании, вступая в должность с момента закрытия каждого ежегодного общего собрания];

4.2:3. чтобы, пока одна [или любая] из сторон имеет право оставаться на посту директора Компании в соответствии с вышеизложенными положениями данной статьи, максимальное число директоров не превышало двух [или независимо от числа сторон по соглашению].

5.0. Сразу же после регистрации Компании:

5.1. Г-н D. подает в Компанию заявку на выделении ему за наличные деньги (обычных) акций с номиналом 1 фунт стерлингов каждая в капитале Компании [или такое количество (обычных) акций с номиналом в 1 фунт стерлингов в капитале Компании, которое равно числу акций, выделяемых г-ну В. в соответствии с пунктом 6.2] на условиях, что таковые акции оплачиваются полностью [или по ___ пенсов за акцию] при выделении;

5.2. Каждая из сторон по настоящему соглашению вносит авансом в Компанию ___ фунтов стерлингов (г-н D. наличными, а г-н В. — за счет частичного встречного удовлетворения за продажу Дела в соответствии с договором продажи, упомянутым ниже) на условиях, что Компания выдает каждому лицу, внесшему аванс, в течение ___ дней, начиная с сегодняшнего дня, облигацию компании в форме образца, прилагаемого к данному соглашению и маркированного сокращением “E.F.2”, с внесением любых изменений, которые согласуются в письменной форме сторонами.

5.3. Такая заявка и авансы устанавливаются при условии заключения г-ном В. и Компанией договора продажи, упомянутого ниже, в течение ___ недель после регистрации Компании, они обязательны к исполнению и г-н D. не имеет права снимать заявку, а г-н В. и г-н D. не имеют права отказываться вносить такие авансы.

6.0. Сразу же после регистрации Компании каждая из сторон принимает такие меры, находящиеся на данный момент в пределах ее компетенции, которые обеспечивают:

6.1. Чтобы Стороны и Компания, как только г-н D. подаст в Компанию заявку на акции в соответствии с параграфом 5, заключили договор с г-ом В. (“Договор продажи”) о продаже Дела Компании, причем такой договор должен быть в форме образца, прилагаемого к настоящему соглашению и помеченного сокращением “E.F. 3”, с такими изменениями, какие стороны по настоящему соглашению согласуют в письменной форме.

6.2. Компания осуществляет одновременную разверстку акций, которые соответственно должны быть выделены сторонам на основании положений Договора продажи и вышеизложенного подпараграфа 5.1.

6.3. После регистрации Компании стороны в пределах своей компетенции принимают меры для обеспечения того, чтобы Компания предложила пост директора Компании г-ну В., исходя из сроков и условий, указанных в проекте договора о личном найме, прилагаемого к данному соглашению и помеченного сокращением “E.F.4”, и предложила пост директора Компании г-ну D., исходя из сроков и условий, указанных в проекте договора о личном найме, прилагаемого к данному соглашению и помеченного сокращением “E.F.5” [или таких соответствующих проектах, которые были изменены на основании письменной договоренности между сторонами].

6.4. Компания берет на себя оплату разумных гонораров и расходов соответственно фирмы “E.F. & Co.” и т.д. (солиситоров) и фирмы “G.H. & Co.” и т.д. (бухгалтеров), имеющих отношение к подготовке данного соглашения, учреждению Компании и продаже дела Компании.

Act applies to all contracts for the sale of goods, from buying a sandwich at lunchtime to a multi-million pound deal to supply new aircraft to an airline company.

A contract for the sale of goods is defined in s. 2(1) of the Sale of Goods Act 1979 as:

‘A contract by which the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration called the price’.

This definition is extremely important because only those contracts which fall within it will be covered by the provisions of the 1979 Act. A closer look at the definition will help you distinguish a contract for the sale of goods from other similar kinds of contracts in which goods change hands.

Section 2(1) covers two possibilities: an actual sale and an agreement to sell at some future time. The essence of the transaction is the transfer of property in goods from the seller to the buyer. (‘Property’ in this context means ownership of the goods.) Goods include all tangible items of personal property such as food, clothes and furniture: land and money are excluded from the definition.

The consideration for the goods must be money, although a part-exchange deal in which goods are exchanged for other goods plus money will be covered by the Act because some money has changed hands.

Exchange or barter

No money changes hands in this type of contract. Instead there is a straight exchange of goods between the parties. The absence of money from the consideration means that the Sale of Goods Act 1979 does not apply to these contracts. Previously the obligations of the parties were governed by the common law, but now the Supply of Goods and Services Act 1982 imposes certain statutory duties on the supplier of goods under a contract of exchange.

Work and materials

Another way in which you can acquire goods is in consequence of a contract whose main purpose is the provision of services. If you take your car to be serviced by a garage, the main substance of the contract is the skill and labour of the mechanic in checking the car. The supply of such items as brake fluid and the renewal of spark plugs is an ancillary part of the contract.

Supply of goods on credit

There are a bewildering number of ways in which goods can be acquired and then paid for over a period of time. Hire purchase, ‘interest free’ credit, credit cards and bank loans are all readily available, enticing us to buy more than we can probably afford.

Consumer credit - credit if granted to an individual, sole trader or partnership not exceeding £15 000 - is strictly regulated by the Consumer Credit Act 1974.

The more important forms of consumer credit agreement are described below:

1. Hire Purchase (HP). This is one of the best known ways of buying goods on credit. HP is essentially an agreement for the hire of goods, at the end of which the hirer may exercise an option to purchase them from the owner. The hirer obtains the immediate use and enjoyment of the goods, but he does not become the owner unless and until all the instalments are paid.

There is a subtle distinction between HP and a contract for the sale of goods. You will remember that the definition of a sale of goods includes agreements to transfer the ownership in goods at some time in the future. An HP agreement, however, does not bind the hirer to buy. He may choose to pay for the hire of the goods and then decline to purchase them.

2. Conditional sale. A conditional sale is very similar to HP. The customer obtains immediate possession of the goods in return for the payment of regular instalments. The transfer of ownership is delayed until some specified condition is fulfilled. The difference between the two agreements is that the buyer under a conditional sale agreement is committed to buy from the outset. Thus a conditional sale is really a type of sale of goods contract.

3. Credit sale. This is another way of buying goods and paying for them later. Unlike HP and conditional sale agreements, ownership of the goods passes to the buyer at the start of the agreement.

Contracts of bailment

A contract of bailment arises when the owner of goods (the bailor) entrusts possession of them into the care of another (the bailee). Examples of bailment include placing important documents in safe custody at a bank, taking clothes to be dry-cleaned, hiring a TV set. The bailee's main duties are -

1. to take reasonable care of the goods whilst they are in his possession, and

2. to return them to the bailor, at the end of an agreed period or when requested.

Hiring is a particular example of a contract of bailment.

Hire

Under a hire agreement, the owner of goods allows someone else (the hirer) to make use of them in return for regular rental payments. The hirer obtains possession of the goods but ownership never passes to him and at the end of the agreement, the goods must be returned to the owner.

Most people are familiar with hire contracts in the context of TV and video rentals. Consumer hire agreements are covered by the provisions of the Consumer Credit Act 1974.

Businesses also take advantage of hire as a method of obtaining the use of equipment which they require. (Hire in this context is usually referred to as 'leasing', the owner being known as the "lessor" and the hirer as the 'lessee'.) The leasing agreement often includes an undertaking by the lessor to service the equipment regularly and effect repairs when necessary. Equipment leasing has allowed businesses to take advantage of the opportunities created by the rapidly changing new technology in the field of computing and word processing.

Goods supplied under hire contracts are subject to Part I of the Supply of Goods and Services Act 1982.

LESSON 3

УРОК 3

DAYS 2-4

ДНИ 2-4

Translate into English according to the RET Method.

1. Контракт поставки одежды

(с текстом и на английском языке)

г.Москва

Moscow _____ 19

" " _____ 19 г.

_____ herein- after referred to as "the Seller", on the one hand, and _____ hereinafter referred to as "the Buyer", on the other hand, have concluded the present Contract as follows:

именуемая в дальнейшем "Продавец", с одной стороны, и _____, с другой стороны. Заключили настоящий контракт о нижеследующем:

I. Предмет контракта

Продавец продал, а Покупатель купил _____ на условиях _____

и в количестве, ассортименте, по ценам и по техническим условиям, указанных в приложениях NN _____, являющихся неотъемлемой частью настоящего контракта.

II. Качество товара

Качество товара должно соответствовать образцам-эталонам, согласованным и подтвержденным сторонами, а также техническим условиям, изложенным в приложениях NN _____ к настоящему контракту.

Качество товара должно подтверждаться сертификатом о качестве, выданным предприятием-изготовителем.

Продавец с первой партией товара для каждого получателя посылает по одному образцу-эталону каждого изделия, которое будет отгружаться в адрес данного получателя.

Образцы эталоны должны быть опломбированы, уложены в индивидуальную пакет с надписью "Дубликат эталона".

Образцы - эталоны оплачиваются Покупателем. Для этого в счетах за поставленный товар необходимо указать отдельной строчкой: дубликат образца-эталона; артикул, размер, количество, цена, сумма, номер ящика _____.

I. Object of the Contract

The Seller has sold and the Buyer has bought _____ on _____

_____ terms, in the quantity, assortment, at prices and according to technical data stated in Supplements Nos. _____, which are an integral part of the present Contract.

II. Quality of the goods

The quality of the goods should conform to the samples-references agreed and certified by the Parties as well as to the technical data stated in Supplements Nos. _____ to the present Contract.

The quality of the goods is to be confirmed by a Quality Certificate issued by the Manufacturer.

With the first lot of the goods to be shipped to each Consignee the Seller sends one sample-reference of each article which is to be sent to the same Consignee.

Samples-references are to be sealed and packed into an individual bag with the inscription "Duplicate of Sample-Reference".

Samples-references are to be paid by the Buyer. For this purpose it is necessary to indicate by separate line in the invoices for the delivered goods as follows: duplicate of sample-reference, article, size, quantity, price, amount, case № _____.

III. Цены

Цены устанавливаются

и понимаются _____

Вышеупомянутые цены включают стоимость тары, упаковки и маркировки. Погрузка товара на судно, включая укладку в трюме (стивидорные работы), лихтеровка, информация об отгрузке товара и выписка коносаментов, производится за счет Продавца.

IV. Сроки и дата поставки

Поставка товара по настоящему контракту должна быть произведена в сроки, обусловленные в приложениях NN _____ к настоящему контракту.

Датой поставки считается _____

V. Упаковка и маркировка

Упаковка должна обеспечивать полную сохранность товара при транспортировке всеми видами транспорта, включая перевалки. В случае, если упаковка не обеспечит сохранность товара, на что будет составлен коммерческий акт на границе. Продавец немедленно возместит все убытки Покупателя, вызванные ненадлежащей упаковкой. Изделия должны быть упакованы _____.

Коробка с изделием укладывается в стандартные картонные ящики. Вес брутто ящика не должен превышать 50 кг. Ящики внутри обкладываются прочной

III. Prices

The prices are fixed in

and are understood _____

The above said prices include the cost of tare, packing and marking. Loading of the goods on the vessel including stowage in the holds and lighterage, information of shipment of the goods and drawing up Bills of Loading are to be made by the Seller at his expense.

IV. Time of delivery

Delivery of the goods under of the present Contract is to be effected within the time stipulated in Supplements Nos. _____ to the present Contract.

The date of delivery is considered _____.

V. Packing and Marking

Packing is to secure full safety of the goods during transportation by all kinds of transport means including transshipments.

In case the packing doesn't secure safety of the goods while in transit and fact is certified by a Commercial Inspection Report drawn up on the _____ frontier, the Seller will make up all the losses of the Buyer occurred because of indue packing.

The goods should be packed in _____ with the items shall be packed in standart strong cardboard cases.

The boxes weight of the box should not exceed 50 kgs. The boxes

водонепроницаемой бумагой. Ящики обтягиваются четырьмя цельными пластиковыми или металлическими лентами, концы которых скрепляются пломбами.

На каждом месте с двух торцовых сторон несмываемой краской должна быть нанесена следующая маркировка: страна назначения, пункт назначения, номер контракта номер места, вес брутто и нетто, объем места, краткое наименование получателя и отправителя. Номера ящиков, отгружаемых по одному коносаменту (ж/д. накладной, автонакладной), не должны повторяться. В каждый ящик вкладывается упаковочный лист с указанием номера ящика, номера контракта, наименования получателя, наименования изделий, модели, артикула (ткани), количества изделий по размерам и общего количества изделий в ящике.

К каждому изделию, кроме подвесного ярлыка, пришивается контрольный ярлык с указанием модели изделия, размера и состава сырья, из которого изготовлено изделие.

На противоположной стороне ярлыка должен быть указан способ ухода за изделием.

VI. Порядок отгрузки

Партия по настоящему контракту отгружается _____.

Партия товара комплектуется в соответствии с отгрузоч-

are to be enterlaid with waterproof paper. The boxes should be hooped with four wholepiece plastic or iron bands the ends of which are to be sealed. Each package is marked on two sides with indelible paint as follows:

Country of destination, Place of destination, Contract №, Package №, Gross and net weights, Volume, Brief name of the Consignee and the Consignor. The cases numbers shipped under the same Bill of Lading (Railway Bill, Autoway Bill) should not repeat themselves .

List staling case № , Contract № , name of Consignee, description of the goods, model, article (if it is fabrics), number of items as to sizes and total quantity of same are to be placed into each case.

Each item should be furnished with suspension tag staling style, model, size, trade mark, material of which the item is made.

Apart from this each item should be equipped with a control label sewn to it staling model, size and composition of the material of which the item is manufactured.

How to care about the goods is to be written on the back of the label.

VI. Method of Shipment

The goods under the present Contract are to be shipped _____.

The lots are completed in accordance with shipping instruction

ными инструкциями, выданными Покупателем.

Продавец сообщает по телеграфу Покупателю о готовности товара к отгрузке не позднее, чем за 15 дней до даты отгрузки.

В течение 24 часов после отгрузки товара Продавец сообщает Покупателю по телеграфу следующие данные наименование транспортного средства _____

_____, дату отгрузки, номер коносамента, ж/д. накладной или автонакладной, наименование товара, количество мест, номер контракта, наименование получателя, вес брутто и нетто, объем отгруженной партии, стоимость товара. В коносаменте, ж/д. накладной или автонакладной Продавец должен проставить: Ввозное разрешение № _____ . В течение 48 часов после отгрузки товара Продавец обязан выслать Покупателю авиапочной счет в 2-х экз., спецификацию в 2-х экз. и упаковочные листы в 2-х экз.

VII. Приемка-сдача товара

Товар считается сданным Продавцом и принятым Покупателем по качеству – в соответствии с сертификатом о качестве, выданным Продавцом, по количеству мест — согласно отгрузочным документам. Окончательная приемка осуществляется по прибытию товара на место назначения.

given by the Buyer.

The Seller is to cable to the Buyer of readiness of the goods for shipment not later than 15 days before the date of shipment.

Within 24 hours after shipment of the goods the Seller is to inform the Buyer by cable of the following _____

_____ date of shipment № of Bill of Lading, Railway or Autoway Bill description of goods Number of cases Contract № Consignee Gross and net weight Volume Value of the goods. The Seller writes down in Bill of Lading, Railway Bill or Autoway Bill Licence № 74/_____ dated _____ .

Seller airmails the Buyer Invoice in duplicate. Specification in duplicate and Packing Lists in duplicate within 48 hours after shipment of the goods.

VII. Delivery-Acceptance of the goods

The goods are considered as delivered by the Seller and accepted by the Buyer: as to quality — according to the Quality Certificate issued by the Seller, as to number of packages— according to shipping documents. Final acceptance to be made in on arrival of the goods to the place of destination.

VIII. Платеж

Платеж за поставленный товар производится в _____ _____ путем выставления счета на ИНКАССО в Банке _____.

Оплата счетов осуществляется в течение 20 дней со дня получения документов от _____.

Платеж производится против следующих документов:

1. Полного комплекта чистых бортовых коносаментов (дубликата ж/д накладной, автонакладной), выписанных в соответствии со спецификацией, приложенной к настоящему контракту — 3 экз.

2. Счета в 3 экз.

3. Спецификации в 3 экз, с указанием номеров отгруженных мест.

4. Рекапитуляции с указанием количества изделий по артикулам и размерам.

5. Сертификата качества товара, выданного Продавцом в 2-х экз. Продавец обязан вышперечисленные документы предъявить в Банк для оплаты не позднее 10 дней после отгрузки товара.

Для покрытия возможных убытков в результате внутри-тарной недостачи или некачественности поставленного товара из первого счета удерживается сумма в размере 3 % от общей стоимости товаров, закупленных по настоящему контракту.

Продавец в счете за первую партию товаров указывает отдельной строчкой удержива-

VIII. Payment

Payment for the goods delivered is effected in _____ _____ by presentation of the Invoice for collection to the Bank _____.

Payment to be effected within 20 days counting from the date of receipt of the documents from the Bank _____.

Payment is to be effected against presentation of the following documents.

1. Pull set of Clean on Board Bills of Lading (Duplicate of Railway Bill, Autoway Bill), drawn up as per Specification enclosed — 3 copies.

2. Invoice in triplicate.

3. Specification in triplicate slating packages Nos.

4. Recapitulation stating number of the items as to style and size.

5. Quality Certificate drawn up by the Seller in duplicate.

Seller should submit the above said documents to the Bank for payment not later than 10 days after shipment of the goods.

From the first Invoice 3 per cent of the total value of the goods sold under the present Contract to be deducted to cover the losses caused by shortage when packing being intact or by delivery of faulty goods, if any.

The Seller reduced the invoice value by that amount indicating the sum deducted in the Invoice by separate line.

The said 3 per cent remain blocked and are returned in full or in part 180 days after the crossing of

емую сумму и уменьшает на нее сумму счета.

Сумма в размере 3 % остается блокированной и возвращается полностью или частично по истечении 180 дней с даты перехода границы последней партии товара.

IX. Претензии

В случае обнаружения внутритарной недостачи или несоответствия качества поставленного товара образцу Покупатель имеет право в течение 180 дней по прибытии товара заявить Продавцу претензии Документом, подтверждающим обоснованность претензии, стороны признают Акт экспертизы Торгово-промышленной палаты г. Москва.

Продавец обязан рассмотреть полученную претензию в течение 15 дней. В случае, если по истечении указанного срока ответа от Продавца не последует, претензия считается им признанной.

По рекламации на качество Покупатель имеет право либо уценить товар, либо возвратить забракованный товар Продавцу.

Стоимость забракованного товара, внутритарные недостачи, штрафные санкции удерживаются Покупателем из суммы 3 %.

В случае, если указанной суммы будет недостаточно для покрытия рекламаций и оплаты штрафных санкции. Продавец обязуется в течение 30 дней с даты получения рекламаций перечислить Покупателю недостающую сумму.

the border by the last consignment.

IX. Claims

In case of shortage while packing being intact or in case of nonconformity of the quality of the goods to the sample the Buyer has the right to claim on the Seller within 180 days on the arrival of the goods in _____.

The Parties agreed that the Inspection Report drawn up by _____ Chamber of Commerce and Industry, Moscow, will prove the claim. The Seller is to be examine the claim within 15 days. Should the Seller fail to send a reply on expiration of the said period the claim will be considered as admitted by the Seller.

While claiming for an inferior quantity of the goods the Buyer is entitled either for price reduction or to return the faulty goods to the Seller.

The cost of the defective goods of shortage while packing being intact, penalty are deducted by the Buyer from the 3 per cent sum.

In case the sum of 3 % prove to be insufficient to cover the claim and penalty the Seller is to remit the balance due to the Buyer within 30 days from the date of receipt of the claim.

Покупатель имеет право вернуть дефектный товар Продавцу. Все транспортные и другие расходы, связанные с поставкой и возвратом дефектного товара, оплачиваются Продавцом. Продавец дает указание Покупателю о необходимости страхования возвращаемого дефектного товара. Продавец предоставляет Покупателю сюрвейерский акт, подтверждающий недопоставку возвращенного дефектного товара.

X. Арбитраж

Все споры или разногласия, которые могут возникнуть из настоящего контракта или в связи с ним, подлежат рассмотрению, с исключением обращения сторон в общие суды, во _____ в соответствии с Правилами производства дел в этой комиссии, решения которой являются окончательными и обязательными для обеих сторон.

XI. Санкции

Если поставка товара не будет произведена в установленные в контракте сроки. Продавец уплачивает Покупателю штраф, исчисленный от стоимости непоставленного в срок товара из расчета 0,1 % стоимости за каждый день опоздания. Если опоздание превышает 30 дней, начисление штрафа прекращается, и Продавец платит Покупателю неустойку в размере 10% от стоимости непоставленного в срок

The Buyer has to right to return the defective goods to the Seller.

All the transport and other charges connected with delivery and return of defective goods are to be paid by the Seller.

The Seller instruct the Buyer as to necessity of insurance of the returned defective goods. In case the Seller finds shortage of returned defected goods they present the Buyer a Survey Report as proof of shortage.

X. Arbitration

All disputes and differences which may arise out of the present Contract or in connection with same are to be settled, without recourse to common law courts, by _____ in accordance with the rules of procedure of the above Commission the awards of which are final and binding upon both Parties.

XI. Sanctions

In case the delivery of the goods is not effected during the period stipulated by the Contract, the Seller will pay to the Buyer penalty calculated from the value of the goods not delivered in time basing on 0,1 % of the value of such goods per each day of delay.

Should the delay exceed 30 days, payment of the penalty will cease and the Seller will pay to the Buyer agreed and liquidated damages at the rate of 10% of the

товара.

В случае просрочки в поставке товара по настоящему контракту свыше 40 дней, Покупатель имеет право, известив Продавца, расторгнуть контракт.

В случае поставки дефектного товара. Продавец уплачивает Покупателю штраф в размере 10 % от стоимости забракованного товара.

Продавец платит Покупателю штраф в размере 10% в случаях:

— неправильной маркировки на местах или отдельных предметах,

— некачественной упаковки, не обеспечивающей сохранность груза в пути,

— составления отгрузочных документов с неправильными данными,

— поставки товаров не в соответствии с условиями контракта по размерам, цветам и т.д.

— отгрузки товаров досрочно без согласия Покупателя. Уплата штрафа или неустойки не освобождает Продавца от обязанности выполнения контракта.

XII. Форс-мажор

Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по настоящему контракту, если оно явилось следствием обстоятельств непреодолимой силы, а именно — пожара,

value of-the goods not delivered in time.

In case delay in delivery of the goods against the present Contract exceed 40 days the Buyer has the right to cancel the Contract on notifying the Seller.

In case of delivery of defective goods, the Seller will pay to the Buyer penalty at the rate of 10 % of the value of the said goods.

The Seller will pay the 10 % penalty to the Buyer:

— in case the marking on the package and/or on articles themselves prove incorrect;

— in case the packing does not secure the safety of the goods in transit;

— in case shipping documents were drawn up erroneously;

— in case the goods were delivered not in conformity with the term of the Contract as regard sizes breakdown, colours, etc.;

— in case the goods were shipped ahead of time stipulated in the Contract without the Buyer's consent.

Payment of the penalty or agreed and liquidated damages not set the Seller free of the liability to fulfil the Contract.

XII. Force-majeur

The Parties will be free from the responsibility for the partial or full non-fulfilment of the obligations of the present Contract in case it was caused by the circumstances beyond the Parties' control, i.e, fire, flood, earthquake and war in case

наводнения, землетрясения или войны, и, если эти обстоятельства непосредственно повлияли на исполнение настоящего контракта.

При этом срок исполнения обязательств по данному контракту отодвигается соразмерно времени, в течении которого действовали такие обстоятельства.

Если эти обстоятельства будут продолжаться более 3-х месяцев, то каждая сторона имеет право аннулировать настоящий контракт, и в этом случае ни одна из сторон не будет иметь право на возмещение убытков.

XIII. Другие условия

Продавец обязан не позднее чем через 1,5 месяца после подписания контракта выставить Покупателю 2 экз. альбома.

Альбомы-каталоги должны содержать: фотографии закупленных товаров с указанием всех технических характеристик, обмерных данных и приложением образцов и их расцветок.

Все сборы (включая портовые и доковые), налоги и таможенные расходы на территории страны Продавца, связанные с выполнением данного контракта, а также комиссия банка Продавца, оплачивается Продавцом и за его счет.

Получение экспортных лицензий, если таковые потребуются, лежит на обязанности Продавца. С момента подписания настоящего контракта все предыдущие переговоры и переписка по

these circumstances affected the due fulfilment of the present Contract.

In this case the fulfilment of the Contract obligations extends for the period of these circumstances being in force.

If operation of such contingencies continues more than 3 months each Party will have the right to cancel the Present Contract and neither of the Parties will have the right for reimbursement of any possible damages by the other Party.

XIII. Other terms

The Sellers is to send to the Buyer two copies of the album not later than 1,5 months from the date the the Present Contract is signed.

The album-catalogue is to contain: Pictures of the bought goods, their technical data, measurements, samples of cloths and their colour cards.

All dues (including port and dock ones), taxes and customs duties levied on the territory of the Seller's country connected with execution of the present Contract as well as the commission of the Bank of the Seller are to be paid by the Seller and at his expence.

The Seller is bound to obtain Export Licences, if such are required.

From the moment of signing the present Contract all the previous negotiations and correspondence connected with same are null and

LESSON 3

УРОК 3

DAYS 5-6

ДНИ 5-6

Translate into English:

Условия покупки

ОПРЕДЕЛЕНИЯ

- 1.1. “Компания” — означает компанию А,В с ограниченной ответственностью (А.В.Со.Ltd.)
- 1.2. “Поставщик” — означает поставщика, которому дается Заказ.
- 1.3. “Заказ” — означает заказ Компании, выдаваемый Поставщику в отношении Товаров.
- 1.4. “Товары” — означает товары, определенные в Заказе, и все их части или компоненты и (или) все работы, которые должен произвести Поставщик и которые определены в Заказе.
- 1.5. “Контракт” — означает любой контракт на покупку Товаров Компанией у Поставщика и включает Заказ, любые относящиеся к нему спецификации, чертежи или условия, а также все положения, определяемые законом.

ЗАКЛЮЧЕНИЕ КОНТРАКТА

2.1. Заказ может быть аннулирован, если он не будет акцептован Поставщиком в течение (10) рабочих дней с момента выдачи Заказа. Акцепт осуществляется любым письменным подтверждением (независимо от того, выдвигаются в нем или не выдвигаются новые условия) или доставкой Товаров.

МАРКИРОВКА ТОВАРОВ, УСЛОВИЯ ПЛАТЕЖЕЙ И Т.Д.

3.1.0 Поставщик:

3.1.1. при отправке Товаров или завершении какого-либо вида работ посылает подробные сопроводительные накладные (которые следуют вместе с Товарами) и счета-фактуры, в которых налог на добавленную стоимость выделяется в отдельный пункт;

3.1.2. посылает к (десятому числу) каждого месяца отчет о всех счетах-фактурах, предоставленных на протяжении предыдущего месяца; и

3.1.3. маркирует номерами заказа Компании и любыми номерами частей все счета-фактуры, сопроводительные накладные, отчеты, корреспонденцию, ящики и коробки.

3.2. Условия платежей: скидка в (2,5%) при уплате наличными в последний день месяца за поставки предыдущего месяца, если не будет достигнута другая договоренность.

3.3. Без ущерба любому другому средству Компания может отсрочить платежи без потери скидки за быстрые платежи, если Поставщик не выполнит положений условия 3.1.

ДОСТАВКА

4.1. Поставщик должным образом упаковывает и предохраняет Товары от повреждений и порчи и доставляет их не ранее и не позднее времени или сроков, указанных в Заказе на пункт или пункты доставки, указанные в Заказе, по распоряжению Компании. Время является существенно важным фактором.

4.2. Поставщик предоставляет программы изготовления товара и его добавки, которые потребует Компания, и в короткие сроки информирует Компанию в письменной форме, если реализация таких программ задерживается или может задержаться.

4.3. Поставщик несет ответственность за все расходы, понесенные в результате неправильной доставки Товаров, или возвращает товары, доставленные сверх количества, определенного в Заказе.

4.4. Компания не несет ответственности за упаковку материалов или коробок.

ИНСПЕКЦИЯ И ПРОВЕРКА

5.1. Представитель Компании или любой представитель покупателя или перекупщика Компании и любая правительственная служба наделяются полномочиями Компании инспектировать или проверять Товары в любое удобное время в помещении или на площадях Поставщика.

5.2. Поставщик дает соответствующие уведомления обо всех проверках и предоставляет сертификаты о проверке по требованию Компании.

5.3. Никакие инспекции, проверки или невозможность провести инспекции или проверки не являются приемкой Товаров и никак не влияют на ответственность Поставщика по Контракту.

ПЕРЕДАЧА ТИТУЛА И РИСКА

6.1. Титул на все компоненты и материалы, для Товаров и орудий, которые должны быть использованы исключительно в связи с Товарами, переходит к Компании, как только они учитываются Поставщиком в Контракте и во всех других документах, включая чертежи, разработки, сертификаты о проверке, сертификаты качества, спецификации

деталей и руководства после того, как они будут подготовлены и получены Поставщиком. Поставщик четко маркирует и хранит все перечисленное выше таким образом, чтобы его можно было идентифицировать как собственность Компании, в любое время предоставляет его Компании для инспекции и соблюдает все инструкции Компании в его отношении.

6.2. Несмотря на переход титула, риск на Товары не переходит к Компании до их доставки.

[или]

6.3. Титул и риск на Товары переходят в срок (если такой определен), указанный в Заказе, а если такой срок не указывается, то в момент физической доставки Товаров в соответствии с Заказом.

МАТЕРИАЛЫ, ПОСТАВЛЯЕМЫЕ БЕСПЛАТНО

7.0. Все материалы, включая без ограничений любые чертежи, опытные образцы, контрольно-измерительные приборы, образцы и спецификации, предоставленные Компанией в связи с выполнением Контракта, являются и будут оставаться собственностью Компании. В этой связи Поставщик:

7.1. поддерживает эти материалы в хорошем порядке и состоянии и несет ответственность за их утерю и повреждение;

7.2. использует такие материалы только в целях, предусмотренных Контрактом; и

7.3. возвращает эти материалы, стоимость оплаты перевозки Компании в любое время по требованию Компании, или если такого требования не предъявляется, то по завершении выполнения Контракта.

ПРЕКРАЩЕНИЕ/ОТКАЗ

8.1. Если Поставщик не выполняет какого-либо из своих обязательств по Контракту, или становится неплатежеспособным, или в отношении его деловых операций назначается ликвидатор, или он принудительно или добровольно прекращает свое существование, или Компания обоснованно полагает, что может произойти одно из этих событий, Компания получает право по своему усмотрению без ущерба любому другому средству приостановить или прекратить выполнение Контракта.

LESSON 4

УРОК 4

DAYS 1, 2

ДНИ 1, 2

Translate into English according to the RET Method:

Соглашение агента-купца

г. Москва “ _____ ” _____ 19 ____ .

_____, именуемое в дальнейшем “Принципал”, с одной стороны, и _____, именуемая(ое) в дальнейшем “Агент”, с другой стороны, заключили настоящее Соглашение о нижеследующем:

I.

Принципал предоставляет Агенту монопольное право продажи на территории _____, именуемой в дальнейшем “договорная территория”, купленных у Принципала следующего оборудования и машин, именуемых в дальнейшем “оборудование” _____.

Продажа Агентом оборудования на иной, чем договорная, территории, разрешается только на основании письменного согласия Принципала.

Принципал будет иметь право продавать оборудование на договорной территории непосредственно третьим лицам, если:

1. Сделка заключена на основании предложения, выданного Принципалом до заключения настоящего Соглашения;
2. Агент отказался купить у Принципала предложенное оборудование;
3. Оборудование будет составлять часть компенсационной сделки;
4. Оборудование является комплектующей частью оборудования, поставляемого Принципалом другому клиенту;
5. Настоящее Соглашение прекратило свое действие согласно статьям VI и IX;
6. Поставка производится государственным органам или организациям, расположенным на договорной территории.

Такие продажи не будут являться нарушением условий настоящего Соглашения, и Агент не будет иметь право на комиссионное вознаграждение.

При продажах оборудования Принципалом непосредственно третьим лицам на договорной территории, кроме вышеуказанных случаев, Агент имеет право на получение комиссионного вознаграждения, размер которого будет устанавливаться в каждом случае по особой договоренности между Принципалом и Агентом в зависимости от объема продажи.

AGREEMENT

Moscow

“ ____ “ _____ 19__

_____, hereinafter called “the Principal”, on the one part, _____ and

_____, hereinafter called “the Agent”, on the other, have herein agreed as follows:

I.

The Principal grants the Agent an exclusive right to sell, on the territory _____, hereinafter called “the agreed territory”, the following equipment and machinery bought from the Principal, hereinafter called “the equipment”:

Any sale by the Agent of the equipment on any territory other than the agreed territory may take place only with the written consent of the Principal.

The Principal will have the right to sell the equipment on the agreed territory directly to the third parties, if:

1. The transaction is concluded on the basis of an offer made by the Principal prior to the conclusion of this Agreement;
2. The Agent has refused to buy the equipment offered by the Principal;
3. The equipment is part of a barter transaction;
4. The equipment is a component part of equipment supplied by the Principal to another customer;
5. This Agreement has terminated under Articles VI and IX;
6. The equipment is supplied to governmental bodies or organizations situated on the agreed territory.

Such sales will not constitute an infringement of the terms and conditions of this Agreement, and the Agent will have no right to commission.

Except for the cases mentioned above, when the Principal sells the equipment on the agreed territory directly to the third parties the Agent will have the right to receive commission the amount of which will be fixed in each case by special arrangements between the Principal and the Agent depending on the volume of the sale.

II.

Во исполнение настоящего Соглашения стороны будут заключать между собой отдельные контракты поставки оборудования и запасных частей.

III.

Агент будет продавать купленное у Принципала оборудование третьим лицам от своего имени, однако на оборудовании должны сохраняться заводские марки и знаки.

IV.

Расчетные цены, по которым Агент будет покупать оборудование у Принципала, будут устанавливаться в заключаемых между сторонами контрактах, упомянутых в статье настоящего Соглашения.

Разница между ценой, по которой Агент покупает оборудование у Принципала, и ценой, по которой он продает это оборудование, будет составлять комиссию Агента и будет покрывать все накладные расходы, связанные с рекламой и продажей оборудования.

При этом Агент обязуется продавать купленное у Принципала оборудование по таким ценам, чтобы продажи этого оборудования не страдали от завышения цен.

V.

В течение периода действия настоящего Соглашения и заключенных между сторонами контрактов Агент обязуется:

1. Добросовестно охранять интересы Принципала, постоянно увеличивая закупки оборудования.

2. Ежеквартально, не позднее 15 числа следующего месяца, представлять Принципалу отчеты о своей деятельности по реализации проданного в соответствии с условиями настоящего Соглашения оборудования с приложением копии своих счетов, выставленных покупателям, и в тот же срок высылать Принципалу информацию о положении на рынке и о деятельности конкурентов Принципала в частности, о ценах и условиях, на которых они продают аналогичное оборудование.

3. Не представлять без согласия Принципала на договорной территории ни прямо, ни косвенно ни одну фирму, являющуюся конкурентом Принципала.

4. Систематически организовывать за свой счет рекламу оборудования в такой форме и объеме, чтобы обеспечить успешную продажу этого оборудования на договорной территории, используя для этого прессу, радио, кино, каталоги и другие средства рекламы на

II.

In pursuance of this Agreement the parties will conclude contracts between themselves for the delivery of the equipment and spare parts.

III.

The equipment bought from the Principal will be sold by the Agent to third parties in this own name, but factory marks and signs on the equipment must be left intact.

IV.

Prices to be paid by the Agent for the equipment bought from the Principal will be fixed in contracts concluded between the parties under Article II of this Agreement.

The difference between the price, at which the Agent buys the equipment from the Principal, and the price, at which he sells the equipment, will constitute the Agent's commission and will cover all overhead expenses connected with advertising and selling the equipment.

The Agent undertakes to sell the equipment, bought from the Principal, at prices not detrimental to the sales of the equipment due to the prices being too high.

V.

Within the period of operation of this Agreement and contracts concluded between the parties the Agent undertakes;

1. To guard, bona fide, the interests of the Principal, constantly increasing the purchases of the equipment.

2. Each quarter, not later than the 15th day of the following month, to submit to the Principal reports on his activities in the marketing of the equipment sold under this Agreement, attaching copies of the bills drawn on his purchasers, and, within the same period of time, to send the Principal information on market conditions and on the activities of the Principal's competitors, in particular on price, terms and conditions in their sales of similar equipment.

3. Not to represent, either directly or indirectly, on the agreed territory, without the Principal's consent, any firm competing with the Principal.

4. To systematically organize, at his own expense, the advertising of the equipment in such form and to such extent that successful marketing of the equipment on the agreed territory should be ensured, using for this purpose the press, radio, cinema, catalogues and other means of advertising

основании представляемого Принципалом печатного материала. После истечения срока настоящего Соглашения вернуть Принципалу рекламные образцы оборудования и материалы, если таковые будут находиться у Агента, или поступить с ними по его указанию.

5. Обеспечивать консультации, техническое обслуживание и наблюдение за правильной эксплуатацией проданного оборудования, для чего организовывать за свой счет необходимые мастерские и станции обслуживания.

6. Для обеспечения нормальной эксплуатации оборудования закупить у Принципала необходимое количество запасных частей, содержать за свой счет склады и магазины, а также организовывать бесперебойное снабжение запасными частями покупателей оборудования.

7. В случае участия Принципала на международных ярмарках и выставках на договорной территории оказывать Принципалу всемерную помощь в сбыте оборудования.

8. Сообщать Принципалу о государственных торгах, объявленных на договорной территории, принимать в них участие и сообщать об их результатах.

В случае необходимости, по просьбе Агента Принципал будет на основании отдельного контракта оказывать покупателям техническую консультацию по установке проданного Агентом оборудования и его эксплуатации путем посылки своих специалистов.

VI.

Принципал имеет право досрочно расторгнуть настоящее Соглашение без ущерба своим правам и без права Агента на предъявление претензий на возмещение каких-либо убытков в случаях, если:

1. Агент, несмотря на предупреждение Принципала, не выполнит какое-либо важное условие настоящего Соглашения, в особенности условие платежа.

2. По истечении восьми месяцев со дня подписания Соглашения стоимость проданного Агентом оборудования составит сумму менее

3. Имущественное положение Агента существенно ухудшится или будет назначен конкурс.

4. Действия Агента противоречат интересам Принципала на договорной территории.

VII.

Принципал и Агент примут все меры к разрешению всех споров и разногласии, могущих возникнуть из настоящего Соглашения или из

on the basis of printed material provided by the Principal: to return to the Principal, after the expiration of this Agreement, advertisement samples and materials, should these be in the possession of the Agent, or to deal with them according to the Principal's instructions.

5. To provide consultation and technical service for and have supervision of proper exploitation of the equipment sold, organizing for this purpose, at this own expense, necessary workshops and service stations.

6. With the view of ensuring proper exploitation of the equipment, to buy from the Principal the necessary quantity of spare parts, to keep warehouses and shops at his own expense, as well as to organize uninterrupted supplies of spare parts to purchasers of the equipment.

7. In case the Principal participates in international fairs and exhibitions on the agreed territory, to render the Principal every assistance in the marketing of the equipment.

8. To inform the Pnncipal of governmental purchases announced on the agreed participate in them, and to advise the Principal of their results.

Should need arise, the Principal will, at the Agent's request and under a separate contract, give technocal advice to purchasers in the installation of the equipment sold by the Agent and in its exploitation by means of deputing the Principal's specialists.

VI.

The Principal has the right to cancel this Agreement before the expiration of the period of its duration without prejudice to his rights and without the Agent's right to claim any compensation, if:

1. The Agent, despite the Principal's notice, does not comply with an important condition of this Agreement, especially as to payment.

2. On the expiration of eight months from the day of signing this Agreement the value of the equipment sold by Agent will be less than

_____.

3. The financial position of the Agent considerably deteriorates or procedure in bankruptcy isinrtiated.

4. The Agent's acts contradict the Principal's interest on agreed territory.

VII.

The Principal and the Agent will take all measures to settle amicably any disputes which may arise from this Agreement or from contracts made

отдельных контрактов, дружественным мирным путем.

В случае, если стороны не договорятся мирным порядком, все споры и разногласия передаются, с исключением подсудности общим судам на разрешение _____ в соответствии с Правилами о производстве дел в указанной Комиссии. Решение Арбитража будет являться окончательным и обязательным для обеих сторон.

VIII.

1. Все устные переговоры и переписка между сторонами, имевшие место до подписания настоящего Соглашения, теряют силу со дня его подписания.

2. Все изменения и/или дополнения к настоящему Соглашению будут являться действительными, если они совершены в письменной форме и подписаны надлежаще уполномоченными на то лицами.

IX.

Настоящее Соглашение вступает в силу со дня его подписания обеими сторонами и будет действительно в течение _____

_____.
Если ни одна из сторон не сделает за один месяц до истечения указанного срока письменного заявления о своем желании расторгнуть Соглашение или изменить его условия, Соглашение автоматически продлевается на _____ месяцев.

Независимо от истечения срока настоящего Соглашения или его аннулирования стороны обязаны выполнить свои обязательства по заключенным до этого контрактам.

Юридические адреса сторон

Принципал:

Агент:

От имени и по поручению: _____

От имени и по поручению: _____

hereunder.

In case of the parties being unable to arrive at an amicable settlement, all disputes without application to legal courts are to be submitted for the settlement by _____ in accordance with the Rules of Procedure of the said Commission. The Arbitration Award will be final and binding for both parties.

VIII.

1. All negotiations and correspondence between the parties that have taken place prior to the signing of this Agreement shall be considered null and void as from the day of its signing.

2. Any amendments and/or supplements to this Agreement shall be valid only if they are made in writing and signed by duly authorized representatives of both parties.

IX.

This Agreement is operative as from the day of its signing by both parties and will be valid for _____
_____.

If, one month before the expiration of the above period of time, neither party notifies in writing of its desire to terminate this Agreement or to alter its terms and conditions, the Agreement is automatically extended for _____ months.

Irrespective of the expiration of this Agreement or its cancellation the parties are to fulfill their obligations under contracts made prior thereto.

Legal addresses of the parties

The Principal:

The Agent:

For and on behalf: _____

For and on behalf: _____

LESSON 4

УРОК 4

DAYS 3-5

ДНИ 3-5

Translate into English according to the RET Method:

Соглашение о приеме на работу Агента по сбыту в качестве независимого подрядчика

СОГЛАШЕНИЕ заключено ____ (дата) МЕЖДУ компанией A.B.Company Limited 12345678, зарегистрированная контора которой находятся и т.д. (“Компания”) и компанией C.D. и т.д. (“Агент”).

ОПРЕДЕЛЕНИЯ

1. В данном соглашении

“Товары” – означает полный ассортимент продукции, которая время от времени помещается в “Каталоге А.В.” [или продукция, указанная в (первом)приложении к данному соглашению].

„Территория“ – означает [место или другое описание территории]

„Покупатели“ – означает всех покупателей и потенциальных покупателей Товаров [за исключением покупателей, о которых говорится во втором приложении, а также всех тех покупателей, в отношении которых Компания время от времени сообщает вам как об исключенных счетах и потребности которых будут обслуживаться исключительно коммерческим директором или другими служащими Компании].

НАЧАЛО И СРОКИ ВЫПОЛНЕНИЯ СОГЛАШЕНИЯ

2. Выполнение данного соглашения начинается ____ (дата) („Дата начала выполнения соглашения“) и (в соответствии с правом прекращения выполнения соглашения, содержащимся в нем) сохраняется в силе до его прекращения предварительным письменным уведомлением не менее, чем за (3) месяца любой из сторон другой стороне [которое вступает в силу не ранее, чем через (3) года со времени начала выполнения соглашения (или Даты начала выполнения соглашения)].

Agreement for the Employment of Sales Agent as an Independent Contractor

AN AGREEMENT made on _____ BETWEEN A.B. COMPANY LIMITED company 12345678 whose registered office is at etc. (“the Company”) and C.D. of etc. (“the Agent”).

DEFINITIONS

1. In this agreement:

“the Goods” means the whole range of products from time to time contained in the “A.B. Catalogue” [or the products described in the [first] schedule to this agreement];

“the Territory” means [place or other description of territory];

“the Customers” means all customers and potential customers for the Goods [except those designated in the second schedule and any others whom the Company from time identifies to you in writing as excluded accounts whose requirements will be services exclusively by the sales managers or other employees of the Company].

COMMENCEMENT AND TERM OF AGREEMENT

2. This agreement shall commence on _____ (‘the Commencement Date’) and (subject to the right of termination contained in it) shall remain in force until terminated by not less than (3) months’ prior written notice by either party to the other [taking effect not earlier than (3) years from the date of commencement [or the Commencement Date]].

НАЗНАЧЕНИЕ

3. Агент назначается (эксклюзивным) агентом Компании на Территории для продажи Товаров в соответствии с условиями и положениями, приводимыми ниже:

ОБЯЗАННОСТИ АГЕНТА

4.0. Агент:

4.1. делает все от него зависящее для стимулирования и расширения сбыта Товаров на Территории всем Покупателям и старательно работает над получением заказов (и в особенности выполняет любые задания по реализации продукции, которые Компания указывает в статье 6.7.);

4.2. быстро, в полной форме и с подробными и точными деталями предоставляет Компании все запросы и заказы от Покупателей (за исключением лишь таких исключенных счетов, которые Компания время от времени определяет для Агента в письменной форме), полученные Агентом в отношении Товаров в рамках Территории с тем, чтобы Компания смогла в максимально сжатые сроки дать на них эффективный ответ;

4.3. по всем вопросам действует преданно и честно по отношению к Компании, соблюдает ее распоряжения и указания, во всех случаях, когда невозможно получить распоряжения или указания по какому-либо конкретному вопросу, действует таким образом, чтобы это, по его мнению, в максимальной степени способствовало интересам Компании;

4.4. не занимается и не проявляет заинтересованности прямо или косвенно в качестве принципала, агента, партнера, директора или служащего в производстве, продаже или рекламе каких бы то ни было товаров, аналогичных Товарам или конкурентоспособных с ними без получения предварительного письменного согласия Компании;

4.5. сразу же после заключения данного соглашения сообщает Компании сведения о всей своей деятельности в качестве агента по продаже, которой Агент занимается или в которой он заинтересован прямо или косвенно в качестве принципала, агента, директора или служащего, и время от времени быстро сообщает Компании сведения обо всех дальнейших аналогичных соглашениях, в которых Агент будет участвовать или к которым он будет проявлять интерес;

4.6. не принимает заказов какого бы то ни было лица на продажу Товаров, если он знает или у него есть веские основания полагать, что цель таких заказов — перепродажа за пределы Территории (исключение составляет центральное закупочное учреждение любого

APPOINTMENT

3. The Agent is appointed the [sole] agent of the Company in the Territory for the sale of the Goods on terms and subject to the conditions set out below.

AGENT'S OBLIGATIONS

4.0. THE AGENT SHALL:

4.1. use his best endeavours to promote and extend the sale of the Goods throughout the Territory to all Customers and work diligently to obtain orders for them [and in particular achieve any sales targets which the Company specifies under clause 6.7.];

4.2. promptly submit to the company all enquiries or orders from Customers (except only such excluded accounts as are from time to time identified by the company to the Agent in writing) obtained by the Agent for the Goods within the Territory in sufficiently full and accurate detail to enable the Company with the least possible delay to respond to them effectively;

4.3. in all matters act loyally and faithfully to the Company and obey its orders and instructions and in any case where it is not possible to obtain such orders or instructions in relation to any particular matter act in such manner as he reasonably considers to be most beneficial to the Company's interests;

4.4. not engage or be interested either directly or indirectly as principal agent partner director or employee in the production sale or advertisement of goods of any description or kind similar to or competitive with the Goods without obtaining the previous consent in writing of the Company;

4.5. disclose to the Company immediately on the making of this agreement particulars of all selling agencies in which the Agent is engaged or interested either directly or indirectly as principal agent partner director or employee and from time to time disclose promptly to the Company particulars of all further similar agreements in which the Agent so becomes engaged or interested;

4.6. not take orders for the sale to any person of Goods which he knows or has reason to believe are intended for resale outside the Territory [except to the central buying department of any national customer known to the parties to have outlets outside the Territory];

национального покупателя, который, по сведениям сторон, имеет рынки сбыта за пределами Территории);

4.7. направляет Компании все запросы на Товары с адресов за пределами Территории и с адресов на Территории в целях перепродажи за ее пределами без права получить за это комиссионное вознаграждение;

4.8. рекламирует Товары только при помощи материалов, поставляемых или одобренных Компанией;

4.9. не принимает заказы на продажу Товаров и не заключает контракты от имени Компании, если они не были подтверждены и одобрены Компанией и не соответствуют обычным торговым условиям Компании, и не предоставляет дополнительный кредит какому-либо конкретному Покупателю, если сначала в каждом случае не было получено письменного согласия Компании;

4.10. не предлагает Товары на продажу ни по какой цене, кроме как по цене, которая на время установлена Компанией;

4.11. во время продажи Товаров не разглашает никаких сведений о фактическом положении вещей и не дает никаких гарантий, за исключением тех, которые содержатся в условиях продажи Компании;

4.12. правильно и в полном объеме ведет бухгалтерские книги, учетные документы, четко отражая в них все посещения, запросы, сделки и доходы, относящиеся к деятельности в качестве агента, и ведет такие книги и документы отдельно от документов, имеющих отношение к вопросам, не связанным с деятельностью в качестве агента;

4.13. разрешает уполномоченным сотрудникам Компании в любое подходящее время иметь доступ к его книгам и документам, относящимся к деятельности в качестве агента, и проверять их, а также по требованию предоставляет Компании копии этих документов;

4.14. предоставляет сообщения, отчеты и другую информацию, которую Компания время от времени может запросить, включая продажи, прогнозы и информацию, касающуюся продукции, которая конкурентоспособна или может быть конкурентоспособной с Товарами на Территории;

4.15. присутствует на встречах с представителями Компании, сроки и места проведения которых определяются Компанией. На момент заключения данного соглашения планируется, что подобные встречи будут продолжаться до (двух дней в каждом квартале);

4.16. посещает Покупателей с периодичностью, определяемой Компанией, и в течение (5) дней с момента каждого контакта по телефону или посещения Покупателя представляет Компании сообщение о нем в форме, определяемой Компанией;

4.17. быстро доводит до сведения Компании любую полученную им информацию, которая может быть использована Компанией или которая может принести пользу Компании в связи со сбытом Товаров.

4.7. refer to the Company all inquiries for the Goods from addresses outside the Territory and from addresses in the Territory for resale outside it without being entitled to commission on them;

4.8. not advertise the Goods except by means of materials supplied or approved by the Company;

4.9. not take orders for the sale of Goods or make contracts on behalf of the Company other than subject to confirmation and acceptance by the Company and on the Company's usual trading terms and not give additional credit to a particular Customer unless the consent of the Company in writing has been in each case first obtained;

4.10. not offer the Goods for sale at any price except that for the time being fixed by the Company;

4.11. not in selling the Goods make any representations or give any warranties except those contained in the Company's conditions of sale;

4.12. keep full and proper books of account and records showing clearly all visits inquiries transactions and proceedings relating to the agency and to keep those books and records separate from those relating to matters not relating to the agency;

4.13. allow the authorised officers of the Company at all reasonable times to have access to and to inspect his books and records relating to the agency and on demand to supply copies to the Company;

4.14. supply such reports returns and other information as the Company from time to time requests including sales forecasts and information with regard to products competing with or likely to compete with the Goods in the Territory;

4.15. take part in meetings with representatives of the Company at such times and places as the Company requires it being recorded that at the date of this agreement such meetings are scheduled to take place for up to [two days during each quarter];

4.16. visit Customers at such intervals as the Company requires and within [5] days of each contact by telephone or visit with a Customer furnish a report of it to the Company in such form as the Company requires;

4.17. bring promptly to the notice of the Company any information received by him which is likely to be use or benefit to the Company in relation to the marketing of the Goods.

Translate into English:

Соглашение о деятельности в качестве Дистрибутора

ДАННОЕ СОГЛАШЕНИЕ заключено _____ (дата) МЕЖДУ компанией A.B. Co. Ltd. 12345678, зарегистрированная контора которой находится и т.д. („Компания“) и компанией C.D.Co. Ltd. 12345678, зарегистрированная контора которой находится и т.д. („Дистрибутор“).

НАЗНАЧЕНИЕ

1. Компания предоставляет Дистрибутору (эксклюзивное) право покупать Товары у Компании для перепродажи на Территории.

ОБЯЗАТЕЛЬСТВА ДИСТРИБУТОРА.**2.0. Дистрибутор:**

2.1. поддерживает запасы Товаров стоимостью не менее _____ фунтов стерлингов (в таком количестве, которое Компания время от времени определяет) в хорошем и пригодном для продажи состоянии;

2.2. покупает Товары в соответствии с процедурой заказа и условиями продажи Компании, имеющими время от времени силу;

2.3. не продает каких-либо Товаров какому-либо лицу, которое, как он знает или имеет веские основания полагать, намеревается перепродать их за пределы Территории;

2.4. рекламирует Товары в соответствии с требованиями Компании и принимает участие в любых рекламных кампаниях, устраиваемых Компанией;

2.5. не дает никаких обещаний, гарантий и не раскрывает сведений о реальном положении вещей в отношении Товаров за исключением тех, которые согласуются с условиями продажи Компании;

2.6. в любой корреспонденции и сделках, связанных с продажей Товаров, четко указывает, что он действует в качестве принципала;

2.7. не покупает товары, аналогичные Товарам или аналогичного им типа, или конкурентоспособные с ними, из каких бы то ни было источников за исключением Компании;

2.8. быстро и эффективно оказывает услуги по продаже и ремонту Товаров покупателям;

2.9. продает Товары в том же самом состоянии, в котором они были им получены, не портит и не изменяет Товары или их упаковку, не удаляет и не изменяет ярлыки, инструкции, торговые марки или опознавательные знаки, прилагаемые или поставляемые вместе с Товарами, и не прикрепляет к Товарам или их упаковке никаких ярлыков или знаков, ранее не одобренных Компанией в письменной форме;

2.10. никоим образом ни во время действия соглашения, ни после прекращения действия соглашения не использует и не претендует на какое-либо право на какое-нибудь название, логотип, торговую марку, опытный образец, которыми владеет Компания, или на какое-либо право на какое-нибудь название, логотип, торговую марку, опытный образец, похожие на них;

2.11. продает Товары только под торговой маркой или названием, определенными Компанией.

ОБЯЗАТЕЛЬСТВА КОМПАНИИ

3.0. Компания:

3.1. не продает Товары какому бы то ни было лицу за исключением Дистрибутора на Территории или любому лицу за пределами Территории, если она знает или имеет основания полагать, что такое лицо намеревается перепродавать Товары на Территории;

3.2. быстро уведомляет Дистрибутора каждый раз, когда ей становится известно, о том, что на Территории совершаются продажи Товаров лицами, кроме Дистрибутора или покупателей Дистрибутора, и принимает все меры, включая судебный процесс (если это необходимо), чтобы не допускать подобных продаж,

3.3. передает Дистрибутору все запросы на Товары, полученные ею от источников на Территории;

3.4. [делает все от нее зависящее], чтобы снабжать Дистрибутора допустимыми и адекватными запасами Товаров [не менее (5000) единиц на протяжении любого непрерывного периода из 12 месяцев] и запасными частями к ним, которые Дистрибутор время от времени заказывает по нынешним прейскурантам Компании и на основании условий продаж Компании, имеющих временную силу;

3.5. все время поддерживает адекватное количество запасных частей для поставки покупателям Товаров Дистрибутора и осуществляет такое послепродажное обслуживание, которое предусматривают условия продажи Компании;

3.6. вместе с каждой единицей Товаров выдает ее покупателю гарантию по определенной форме;

3.7. организует, чтобы все Товары, заказанные Дистрибутором, отправлялись автомобильным или железнодорожным транспортом с оплатой перевозки на склад Дистрибутора по указанию Дистрибутора;

3.8. гарантирует, что продажа и использование Товаров не является нарушением какого бы то ни было патента, авторского права, зарегистрированной разработки или других прав какого-либо лица;

3.9. за свой счет снабжает Дистрибутора такой информацией, выборками, фотографиями, прейскурантами, каталогами, рекламными и другими материалами (которые все время остаются собственностью Компании), которые, как Компания считает, достаточны, чтобы помочь и содействовать расширению сбыта Товаров Дистрибутором;

3.10. время от времени обеспечивает Дистрибутору или его представителю такое обучение или подготовку, которое она считает необходимым, чтобы советовать и помогать Дистрибутору в обеспечении эффективного сбыта или оказании услуг по ремонту;

3.11. если Дистрибутор выполняет все свои обязательства по данному соглашению, Компания заменяет или предоставляет кредит на любые Товары, которые находились в запасах Дистрибутора более (6) месяцев с момента их покупки у Компании, или в конце каждого законченного периода из (6) месяцев, исчисляемого с каждого 1 января или 1 июля, предоставляет кредит на любые товары, возвращенные ей на стоимость (по фактическим ценам Компании), не превышающую (10%) стоимости покупок Дистрибутора у Компании в течение этого периода из (6) месяцев.

ПРАВА, ОСТАВЛЯЕМЫЕ ЗА КОМПАНИЕЙ

4.0. Компания оставляет за собой право, несмотря на любые противоречащие этому положения, содержащиеся в данном соглашении, или на положения, зафиксированные в других документах:

4.1. прямо или косвенно предлагать или осуществлять поставки любому покупателю или потенциальному покупателю Товаров;

4.2. в любое время изменять цены на товары и изменять условия их продажи;

4.3. вносить изменения в разработку, производство или отделку Товаров или прекращать их производство;

4.4. уточнять время от времени задания по реализации Товаров или конкретных типов Товаров на Территории.

LESSON 5

DAYS 1, 2

УРОК 5

ДНИ 1, 2

Read the text and translate it into Russian:

Credit

At some time or another everyone makes use of credit. It may be a mortgage from a building society to buy your own home, or hire purchase arranged by a car dealer to help you afford the latest model. When the monthly finances do not work out right, you will probably run up an overdraft at the bank. Even if it is just paying the milkman at the end of the week, you have made use of credit. People in business also rely on credit. A loan may be needed to translate a good idea into a marketable product. Established companies often have to look outside their own resources to finance expansion plans. Most businesses give and expect to receive a period of time in which to pay their trade bills.

Credit consists of either buying something and being given time to pay for it or borrowing money and paying it back later. The person giving the credit (the creditor) is providing a service, which the borrower (the debtor) is usually required to pay for, the price being a certain rate of interest.

Credit is not a new idea. Moneylenders have been around for centuries. However, the present century has witnessed a dramatic increase in its use, particularly to finance private house purchase and consumer spending on such items as cars, electrical goods and furniture. Despite the cautionary proverb, 'Neither a borrower nor a lender be', credit has several clear advantages. Most people lack the self-discipline to save up for expensive items. Credit allows them to enjoy the benefit of goods and services sooner than they otherwise would, in a period of inflation there is even the prospect of getting them more cheaply. To the producer and retailer credit means increased sales. But the easy availability of credit can bring dangers to both sides. The problems facing the consumer are neatly summarized in a comment attributed to a county court judge: being persuaded by a man you don't know to sign an agreement you haven't read to buy furniture you don't need with money you haven't got. Since creditors face the risk that they may not be repaid they have channelled their energies into finding an effective way of securing their financial interests. Occasionally this has led to the imposition of unreasonably severe terms on borrowers. At first it was left to the judges to intervene to redress the balance; thus from medieval times Equity and the Court of Chancery came to the aid of mortgagors of land. With the passing of time, Parliament felt it necessary to impose piecemeal controls on credit agreements.

In the 1960s, concern about the inadequacies of our credit laws led the Labour Government to set up a Committee on Consumer Credit under the chairmanship of Lord Crowther. The Committee reported in 1971 and some of its recommendations were enacted by the Consumer Credit Act 1974. The process of implementing the major overhaul of our credit laws has been a gradual one. The provisions of the Act have been brought into force by means of statutory instrument supplemented by ministerial regulation. The outstanding sections came into force on 19 May 1985 - 11 years after the Act was passed by Parliament.

This chapter will examine the various types of credit available and how they are regulated by the law, particularly the Consumer Credit Act 1974.

Types of credit

Hire purchase

Hire purchase (HP) is probably the best known method of buying on the 'never-never'. From the legal point of view it is something of an 'odd man out' since the customer pays regular amounts for the hire of goods, only becoming the owner.

HP developed in the latter half of the 19th century. The traders of that time were looking for a form of credit to boost their sales-which combined security for the creditor with a minimum of legal regulation. The chattel mortgage might have been a possibility, but the Bills of Sale Acts 1878 and 1882 provided for strict controls on mortgages of goods. Other ideas were tried and finally the right formula was found and judicially approved in *Helby v Matthews* (1895).

Helby v Matthews (1895)

Helby, a dealer, agreed to let a piano on HP to Brewster in return for 36 instalments of 10/6d per month. The agreement stated that Brewster would become the owner of the piano on payment of the final instalment. However, he could end the agreement at any time and return the piano to Helby, his only liability being to pay any arrears of rent. Four months after the start of the agreement. Brewster pledged the piano with a pawnbroker (Matthews).

It was held by the House of Lords that Helby was entitled to recover the piano from the pawnbroker. Brewster was merely the hirer of the piano and, as such, he could not pass title to the pawnbroker under s. 9 of the Factors Act 1889.

The popularity of HP was guaranteed after this case. The advantages of this form of credit to traders were twofold: if the hirer failed to pay an instalment the owner could repossess the goods and if the goods fell into the hands of an innocent third party, the owner could recover them.

A modern HP agreement usually requires the customer to pay an initial deposit followed by equal weekly/monthly instalments for the hire of the goods. At the end of the agreement the hirer may exercise an option to buy for a relatively small sum. The owner may be the supplier of the goods but today it is more likely to be a specialist finance company introduced by the supplier. If this is the case, the HP arrangements will involve two transactions, as explained in Fig 1.

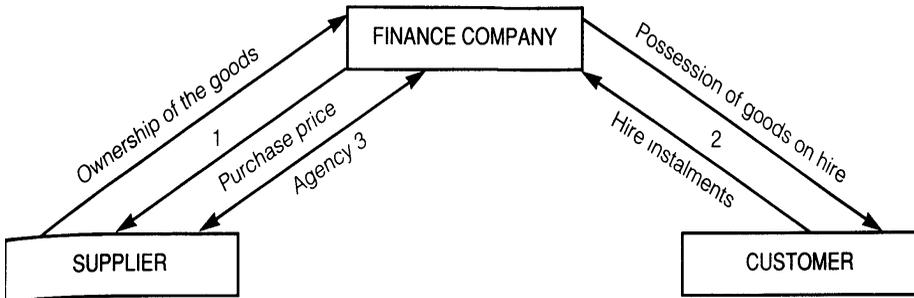


Fig. 1. A typical hire purchase arrangement.

otes

(1) Contract for the sale of goods between the supplier and the finance company covered by the Sale of Goods Act 1979.

(2) HP contract between the finance company and the customer. The agreement will be regulated by the Consumer Credit Act 1974, if the amount of the credit does not exceed £15 000 for agreements made after 19 May 1985 and the customer is not a company. If the Act does not cover the agreement, the common law applies.

(3) If the HP agreement is a regulated agreement under the Consumer Credit Act 1974, the dealer is regarded as an agent of the finance company. The finance company is equally responsible with the supplier for any misrepresentation or breach of contract.

Conditional sale

Like HP, conditional sale gives the customer immediate possession of the goods, payment is by regular instalments and ownership only passes to the buyer when all the payments have been made. The important difference is that with HP the hirer may choose whether he wishes to buy the goods, while under a conditional sale agreement the customer is under an obligation to buy. The transfer of ownership is delayed until the buyer meets the condition specified in the agreement (usually payment of the final instalment).

Conditional sale has never been popular in this country and today its use is mainly confined to the purchase of industrial plant and equipment. It

was one of the formulas considered by Victorian traders prior to the case of *Helby v Matthews* (1895). However, the decision of the Court of Appeal in *Lee v Butler* (1893) showed that since the customer had agreed to buy the goods he could pass good title to a third party under the Factors Act 1889, leaving the creditor without the security he required. Conditional sale was treated as a contract for the sale of goods, although in reality it has more in common with HP. The Hire Purchase Act 1964 (followed by the Consumer Credit Act 1974) resolved this difficulty by equating conditional sale with HP for most purposes.

Credit sale

This is a contract for the sale of goods whereby ownership and possession of the goods passes immediately to the buyer, but he is given time to pay. Since the purchaser becomes the owner of the goods straight away, he can re-sell them before the end of the agreement, provided he pays off what he owes, and if he defaults on his repayments, the seller cannot repossess the goods. This is in marked contrast to the position under an HP agreement. A specimen credit is used, for example, in purchases from mail order catalogues.

Bank loans

There are various ways of borrowing from a bank.

1. Overdraft. An overdraft may arise in one of two ways: either the customer makes an arrangement with the bank to overdraw his current account up to an agreed amount or, without prior agreement, he simply writes cheques for an amount greater than in his account. A variable rate of interest is charged on the amount drawn by the customer, calculated on a daily basis and bank charges usually become payable. Security may be needed for large sums. The bank can insist on repayment in full at any time. An overdraft is usually the cheapest way of borrowing from a bank.

2. Ordinary loan. This type of loan is extended to bank customers and for a particular purpose - to buy a car, for example. A specific sum of money is borrowed for an agreed period of time. A separate loan account is opened by the bank into which the instalments are paid, usually by means of a standing order from the customer's current account. Variable interest is charged and security may be required.

3. Personal loan. The loan is available to anyone, customer and non-customer alike, usually for a particular purpose. The period of the loan and interest are fixed when the credit is arranged. Again security may be asked for. It is usually a more expensive way of borrowing than either the overdraft or ordinary loan.

4. Budget account. A budget account is used to help spread the payment of bills over the year. The customer calculates his annual outgoings on such items as gas, electricity and council tax. The bank adds to this its service charge for operating the account. The total is divided by 12 and a standing order for this amount is placed to the credit of the budget account. The bills can then be paid with confidence as and when they arrive.

Credit cards

A credit card allows the holder to pay (usually up to a limit) for goods and services or to obtain a cash advance by producing a plastic personalized card. There are three main kinds of credit card:

1. Bank credit cards (Access and Visa). Although these cards are linked to particular banks, an application may be made to any bank for its card. The holder is given a personal credit limit and he can use the card to buy goods and services or obtain a cash advance wherever the card is accepted, up to this limit. Traders involved in the scheme send details of purchases to the credit card company and are then reimbursed after a charge of between 2 1/2 per cent and 5 per cent has been deducted. At the end of each month, the holder receives an account of his spending and details of the minimum amount that must be paid that month (£5 or 5 per cent whichever is the greater). If the holder pays the account in full by the stipulated date, he is not charged interest on the credit obtained. (This does not apply to cash advances, for which a service charge is made.) Alternatively, part-payment may be sent, in which case interest is charged. Most banks now charge an annual fee for use of their credit cards.

2. Charge cards (American Express and Diners Club). These cards work in much the same way as bank credit cards, allowing the holder to pay for goods and services at home and abroad by producing his card. The main differences are:

- (a) the card holder pays an initial joining fee plus an annual membership fee;
- (b) there is no pre-set credit limit; and
- (c) the companies insist that the account is paid in full each month.

3. Retailers' credit cards (e.g. Marks and Spencer Chargecard). Many chain stores, supermarkets and garages issue their own credit cards to regular customers for use in their own establishments. The period of credit is usually a few weeks between making the purchases and the presentation of the account.

The relationship between suppliers, credit or charge card-issuers and card-holders was examined by the Court of Appeal in *Re Charge Card Services Ltd* (1988). A company operating a charge card service had gone

LESSON 5

УРОК 5

DAY 3

ДЕНЬ 3

Translate into English according to the RET Method:

ВЕКСЕЛЯ

ПРЕЦЕДЕНТЫ

Акцепт векселей

Акцептован (подлежащий уплате по адресу) [(500 фунтов стерлингов) если данный вексель выдан на более значительную сумму] [подлежащий уплате не ранее чем (дата) или (шесть месяцев) после предъявления] [подлежащий уплате при предоставлении мне транспортной накладной на _____ на корабль _____].

(Подпись трассата)

Переводной вексель — предъявительский вексель,
либо вексель со сроком, исчисленным с момента
выдачи, либо с платежом после предъявления

[Фамилия и адрес трассанта]

[дата]

По требованию [или (три) месяцев после даты] [или по предъявлении] выплатить (фамилия плательщика) [или распорядиться об уплате денег] [или предъявителю документа] сумму в (одна тысяча фунтов стерлингов) (1 000 фунтов стерлингов) (эквивалент получен) (не являющийся оборотным).

(Подпись трассанта)

(Фамилия и адрес трассанта)

Чек — общая форма

[Название банка и адрес филиала]

(дата)

Выплатить (фамилия плательщика) (только или по распоряжению) (или предъявителю документа) сумму в (пятьдесят фунтов стерлингов) (50 фунтов стерлингов).

(Подпись трассанта)

Индосамент векселей и чеков

(a) Общий

(Подпись держателя)

(b) Другие

Выплатить F.F. [или распорядиться о выплате] (или только) (без оборота на меня).

(Подпись держателя)

**BILLS
PRECEDENTS**

Bills of exchange

Acceptance of Bills

Accepted [payable at address] [as to [£500] where the bill is for a larger sum] [payable not earlier than {date} or [six months] after sight] [payable on delivery to me of bills of lading for — per ship - —].

[Signature of drawee]

Bill of Exchange — Demand or after date or sight

[Name and address of drawer]

[date]

On demand [or [three] months after date [or sight]] pay to [name of payee] [or order] [or bearer] the sum of [one thousand pounds] [£1,000] [value received] [Not transferable].

[Signature of drawer]

To *[name and address of drawee]*

Cheque — common form

[Name of bank and address of branch]

[date]

Pay [name of payee] [only or or order] [or bearer] the sum of [fifty pounds] [£50].

[Signature of drawer]

Endorsement of Bills and Cheques

(a) General

[Signature of holder]

(b) Others

Pay F.F. [or order] [or only] [without recourse to me].

[Signature of holder]

LESSON 5

УРОК 5

DAY 4

ДЕНЬ 4

Translate into English according to the RET Method:

Долговое обязательство — основная форма

[1 000 фунтов стерлингов]

[*Фамилия и адрес лица, выдавшего
долговое обязательство*] (*дата*)

Я [или мы солидарно] обещаю уплатить (фамилия и адрес remitenta) [или распорядиться уплатить] [или предъявителю документа] по требованию {или (три) месяца после даты} [или после предъявления] сумму в (одна тысяча фунтов стерлингов) (1 000 фунтов стерлингов).

(*Подпись лица, выдавшего долговое обязательство*)

Долговое обязательство — выплачиваемое

с процентами и в рассрочку

[1 030 фунтов стерлингов]

[*Фамилия и адрес лица, выдавшего
долговое обязательство*] (*дата*)

Я [или мы солидарно] обещаю уплатить [фамилия и адрес плательщика] сумму в (одна тысяча тридцать фунтов стерлингов) четырьмя частями по (двести фунтов стерлингов) каждая, выплачиваемыми _____ и _____ соответственно, а также одной частью в (двести тридцать фунтов) _____ [или еженедельными (51) взносами по 20 фунтов стерлингов каждый (и одним взносом в 10 фунтов стерлингов) каждую пятницу начиная с _____] [с процентами на остаток еще не погашенного счета на текущий момент, выплачиваемыми за те дни из расчета (10) процентов годовых] (или продолжать как в разделе „Закладные“). А в случае неуплаты любой части, уплатить вам по требованию весь неуплаченный до этого остаток счета (с процентами на дату платежа) независимо от того, было или нет освобождение от каких-либо предыдущих частичных платежей.

(*Подпись лица, выдавшего долговое обязательство*)

Promissory Notes — basic form

[£1.000]

[Maker's name and address]

[date]

I [or we jointly and severally] promise to pay to [name and address of payee] [or order] [or bearer] on demand [or [three] months after date (or sight)] the sum of [one thousand pounds] [£1,000-00].

[*Signature of maker*]

Promissory Note — payable with interest and by instalments

[£1,030]

[Maker's name and address]

[date]

I [or we jointly and severally] promise to pay to [name and address of payee] the sum of [one thousand and thirty pounds] by four instalments of [two hundred pounds] each payable on — — — and — respectively and one instalment of [two hundred and thirty pounds] on — [or by [51] weekly instalments of £20 each [and one instalment of £10] on the Friday of every week commencing on —] [with interest on the balance for the time being outstanding payable on those days at the rate of [10] per centum per annum [or continue as in "Mortgages" form 5] And in default of any instalment to pay to you on demand the whole balance then unpaid [with interest up to the date of payment] whether or not there has been any waiver of any previous instalment.

[*Signature of maker*]

Translate into English according to the RET Method:

Простой вексель

Установленная законом форма векселя в виде ипотечного залога с разрешенными дополнениями

ДАННЫЙ КОНТРАКТ, совершенный _____ дня _____ месяца Между А.В. т.д. _____, с одной стороны, и С.Д. т.д. _____, с другой стороны, УДОСТОВЕРЯЕТ, что в виде компенсации за сумму в _____ фунтов стерлингов, полученную в настоящее время А.В. от С.Д. (ее получение вышеупомянутым А.В. подтверждается настоящим контрактом) (или компенсация может быть какой угодно) он, вышеупомянутый А.В., НАСТОЯЩИМ ПЕРЕДАЕТ вышеупомянутому С.Д., его душеприказчикам и правопреемникам ВСЕ И КАЖДОЕ ИЗ отдельного движимого имущества и вещей, конкретно описанных в приводимом ниже приложении, в качестве гарантии уплаты суммы в _____ фунтов стерлингов и процентов по ней в размере _____ процентов годовых (или по любой другой ставке). И вышеупомянутый А.В. выражает согласие и заявляет, что он в надлежащем порядке уплатит вышеуказанному С.Д. основную вышеназванную сумму вместе с причитающимися процентами в виде равных _____ долей в размере _____ фунтов стерлингов _____ день _____. месяца (или в любые другие заранее оговоренные сроки или время выплат). Вышеупомянутый А.В. также договаривается с вышеупомянутым С.Д. о том, что он будет (здесь следуют положения о гарантировании, выплатах арендной платы, а также иные положения, о которых стороны могут договориться для сохранения или аннулирования гарантии). [Следующие пункты основываются на решениях суда, и в случае, если используется вышеприведенное выражение “что он будет”, они будут пропущены].

В течение всего периода обеспечения:

1. Он будет все время выплачивать налоги, местные налоги и арендную плату за жилой дом с хозяйственными постройками и земельным участком или за недвижимость, где будут находиться вышеупомянутое движимое имущество и вещи, он будет сохранять их от наложения ареста в обеспечение долга за арендную плату или налоги, взимаемые или собираемые во исполнение закона, и будет в любое время по запросу со стороны вышеупомянутого С.Д. или его уполномоченных агентов представлять расписки об уплате этой арендной

Statutory Form of Bill of Sale by way of Mortgage with permitted additions

INDENTURE made the — day of — BETWEEN A.B. OF — of the one part and C.D. of — of the other part WITNESSETH that in consideration of the sum of £ — now paid to A.B. by C.D. (the receipt of which the said A.B. hereby acknowledges) (or whatever else the consideration may be) he the said A.B. DOTN HEREBY ASSIGN unto the said C.D. his executors administrators and assigns ALL AND SINGULAR the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £ — and interest thereon at the rate of — per cent per annum [or whatever else may be the rate] AND the said A.B. doth further agree and declare that he will duly pay to the said C.D. the principal sum aforesaid together with the interest then due by equal — payments of £ — on the — day of — [or whatever else may be the stipulated times or time of payment]. And the said A.B. doth also agree with the said C.D. that he will [here insert terms of to insurance, payment of rent, or otherwise which the parties may agree to for the maintenance or defeasance of the security]. [The following clauses have the support of decided cases, and if used the above words “that be will” “ill be omitted.]

THAT DURING THE CONTINUANCE OF THIS SECURITY

1. He will at all times pay the rent rates and taxes of the messuage or premises wherein the said chattels and tilings shall be and will keep the same from being distrained for rent or taxes levied on or taken under any execution at law and will at all times on demand produce to the said C.D. or his authorised agents the receipts for such rent rates and taxes [and that it shall be lawful for the said C.D. to pay and discharge all rent rates and taxes assessments and outgoings which at any time during the continuance of this security may be due or become assessed or payable in respect of the

платы, местных налогов и налогов (и что для вышеупомянутого С.Д. будет законно выплачивать и погашать любую арендную плату, местные налоги и налоговые суммы и расходы, которые в любое время в периода обеспечения могут возникнуть или стать налогооблагаемыми или оплачиваемыми в отношении жилого дома с хозяйственными постройками и земельным участком или недвижимости, или же которыми могут оказаться в определенное время вышеуказанное движимое имущество и вещи, в этой связи все подобные платежи, осуществляемые вышеупомянутым С.Д. вместе с последующими процентами в размере __ процентов годовых, будут представлять собой расходы на движимое имущество и вещи, которые не будут освобождаться от залогового обременения до полной уплаты всех этих сумм и процентов).

2. Он всегда будет сохранять указанное движимое имущество и вещи застрахованными от утраты или порчи в результате пожара (кражи или несчастного случая) в одном из страховых агентств по выбору вышеуказанного С.Д. на имя вышеуказанного С.Д. на сумму __ фунтов стерлингов и будет аккуратно выплачивать все страховые взносы и денежные суммы, необходимые для подобной цели, и будет в течение семи дней после внесения любого страхового взноса, когда будут подходить сроки такого страхования, представлять квитанции об этом вышеуказанному С.Д., и что при отсутствии такового будет правомерно для вышеуказанного С.Д. сохранять или поддерживать подобное страхование и взыскать расходы на это с процентами в размере ___ годовых с вышеуказанного А.В., и это будет рассматриваться как составная часть данного обеспечения.

3. Он не будет в какое-либо время перемещать вышеуказанное движимое имущество и вещи или любое из них за пределы недвижимого имущества, где они в настоящее время находятся или куда (с согласия вышеуказанного С.Д.) они могут позднее быть перемещены, без письменного согласия вышеуказанного С.Д.

4. Он не позволит и не допустит, чтобы вышеуказанное движимое имущество и вещи или любая часть их были уничтожены или повреждены или изношены в результате соответствующего пользования ими в большей степени, нежели они могли бы быть изношены при разумном пользовании и обычном износе, а в случае какого-либо уничтожения, повреждения или износа вышеуказанного движимого имущества или вещей будет немедленно заменять, ремонтировать или исправлять их.

ПРИ НЕПРЕМЕННОМ УСЛОВИИ, что передаваемое в данном случае движимое имущество не будет подлежать конфискации или не перейдет во владение вышеуказанного С.Д. в любом случае, кроме тех, что перечислены в разделе седьмом Закона о Поправках (1882) к Закону о Закладных (1878).

УДОСТОВЕРЯЮ, и т.д.

message or premises upon or in which for the time being the said chattels and things may be and thereupon all such payments made by the said C.D. together with interest thereon at the rate of —per cent per annum shall be a charge upon the chattels and things which shall not be redeemed until payment of all such sums and interest].

2. He will at all times keep the said chattels and things insured against loss or damage by fire [theft and accident] in some insurance office to be approved of by the said C.D. in the name of the said C.D. in the sum of £ — and will punctually pay all premiums and sums of money necessary for such purpose and will within seven days after any premium in respect of such insurance shall become due deliver the receipt for the same to the said C.D. and that in default thereof it shall be lawful for the said C.D. to keep on foot or effect such insurance and charge the costs thereof with interest at the rate of —per cent. per annum to the said A.B. and the same shall be considered to be included in this security.

3. He will not at any time remove the said chattels and things or any of them from the premises where they now are or to which (with the consent of the said C.D.) they may hereafter be removed without the consent in writing of the said C.D.

4. He will not permit or suffer the said chattels or things or any part thereof to be destroyed or injured or to deteriorate subsequently to the execution hereof in a greater degree than they would deteriorate by reasonable use and wear thereof and will whenever any of the said chattels or things are destroyed injured or deteriorated forthwith replace repair and make good the same.

PROVIDED ALWAYS that the chattels hereby assigned shall or be liable to seizure or be taken possession of by the said C.D. for any cause other than those specified in section seven of the Bills of Sale Act (1878) Amendment Act 1882.

IN WITNESS, etc.

Translate into English:

КРЕДИТНЫЕ СОГЛАШЕНИЯ ПРЕЦЕДЕНТЫ

Циркулярное письмо кредиторам с предложением встречи

[Адрес]

[Дата]

ЛИЧНО И КОНФИДЕНЦИАЛЬНО

Уважаемый господин!

Мы проконсультировались с г-ном А.В. и т.д. в отношении состояния его дел. Ввиду настоятельных требований нескольких кредиторов немедленно выплатить причитающиеся им долги, наш клиент посчитал, что это было бы ему полезным, если бы вы и его другие кредиторы встретились с ним в нашей конторе днем ____ числа, текущего месяца в ____ часов, когда он предлагает сделать заявление о состоянии своих дел, объяснить свою позицию и обсудить с вами и другими кредиторами вопрос уплаты своих долгов. Торговые убытки вследствие недавней депрессии и других неотвратимых обстоятельств нанесли вред его наличным денежным ресурсам, и поэтому для него было бы удобно и, вероятно, в конечном итоге было бы полезным для ваших торговых отношений с ним, если бы вы и другие кредиторы встретились с ним, как предложено. Если, однако, вы не видите путей убедить его сделать такое одолжение в этом вопросе, то он должен предпринять меры, чтобы вам незамедлительно был выплачен причитающийся вам долг.

С уважением,

С.Д. и Компания,
(Солиситор должника)
Г-ну Е.Ф. и т.д.

Гарантия выплаты за товары, поставляемые торговцу

Господам А.В. и С.Д. _____, торгующим под вывеской компании А.В.& Со.

Принимая во внимание поставляемые вами товары и кредит, предоставляемый Е.Ф. и т.д.:

