

МИНИСТЕРСТВО ОБРАЗОВАНИЯ РЕСПУБЛИКИ БЕЛАРУСЬ
БРЕСТСКИЙ ГОСУДАРСТВЕННЫЙ ТЕХНИЧЕСКИЙ УНИВЕРСИТЕТ

КАФЕДРА ИНОСТРАННЫХ ЯЗЫКОВ.

BUSINESS CORRESPONDENCE

**Методические указания для студентов старших курсов
экономических специальностей**

Part 2

Брест 2001

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Методические указания предназначены для студентов старших курсов экономических специальностей.

Цель учебно-методической разработки - дальнейшее развитие навыков устной иноязычной речи на завершающем этапе обучения.

Методическое издание составлено из текстов деловой корреспонденции, содержание которых соответствует основным направлениям развития экономики.

Предлагаемая работа содержит тексты с соответствующим лексическим минимумом и упражнения к ним.

Методические указания одобрены на заседании кафедры иностранных языков и рекомендованы к изданию.

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UNIT 4

Payment

Learn new vocabulary:

a remittance	a savings account
a credit/debit note	a bank transfer
a refund	a telegraphic transfer (TT)
open account facility	a mail transfer (MT)
Account Rendered	a bank draft
due date	a sight draft
prompt payment	a bill of exchange
to clear/settle an account	a money order
overdue account	a promissory note
to extend credit	documentary credit
to recover a debt	Value Added Tax (VAT) postage and packing (p&p)
carriage forward	errors and omissions are excepted (E&OE)
a postal order	The Society for Worldwide Interbank
a Giro	Financial Telecommunications (SWIFT)
COD (cash on delivery)	
a current account	

Invoices, pro-forma invoices, statements of account; methods of payment (home trade and foreign trade), advice of payment, acknowledgement of payment; asking for more time to pay; replying to requests for more time; first and second requests for payment; third requests (Final Demands).

Read, translate and discuss

4.1 Invoices and statements

4.1.1 Invoices

Invoices are not only requests for payment but also records of transactions which give both the buyer and seller information about what has been bought or sold, the terms of the sale and details of the transaction. The invoice may be accompanied by a short covering letter offering any additional information the customer might need.

Please find enclosed our invoice No. B1951 for £29.43. The plugs you ordered have already been despatched to you, carriage forward, and you should receive them within the next few days.

The enclosed invoice (No. 01167) for £56.00 is for 2 'Layeezee' chairs at £40.00 each less 33 per cent trade discount. We look forward to receiving your remittance and will then send the chairs on carriage forward.

Our Invoice No. TR3351/6 for £400 net is attached. We look forward to receiving your cheque from which you may deduct 3 per cent cash discount if payment is made within seven days.

Your Order No. 11615D is at present being processed and will be sent on to you within the next few weeks. Thank you for your order. We are sure you will be pleased with the units when you receive them.

4.1.2 Pro-forma Invoices

A pro-forma invoice is an invoice with the words “pro-forma” typed or stamped on it, and is used:

- 1) if the customer has to pay for the goods before receiving them, i.e. he pays against the pro-forma;
- 2) if the customer wants to make sure that a quotation will not be changed; the pro-forma will tell him exactly what and how he will be charged.
- 3) if goods are sent on approval, or on sale or return, or on consignment to an agent who will sell them on behalf of the principal;
- 4) as a customs document.

A covering letter may accompany a pro-forma invoice:

The enclosed pro-forma No. 1164 for £853.76 is for your order No. C1534. which is now packed and awaiting despatch. As soon as we receive your cheque we will send the goods which will reach you within a few days.

We are sending the enclosed pro-forma (No. H9181) for £3,160 gross, for the consignment of chairs you ordered on approval. We would appreciate your returning the balance of unsold chairs by the end of May as agreed.

Pro-forma invoice No. PL7715 is for your order No. 6521174, in confirmation of our quotation. The total of £15,351 includes cost, insurance and freight.

4.1.3 Statements of account

Rather than requiring immediate payment of invoice, a supplier may grant his customer credit in the form of open account facilities for an agreed period of time usually a month but sometimes a quarter (three months). At the end of the period a statement of account is sent to the customer, listing all the transactions between the buyer and seller for that period. The statement includes the balance on the account, which is brought forward from the previous period and listed as Account Rendered. Invoices and debit notes (see 5.5.1) are added, while payments and credit notes (see 5.5.2) are deducted.

Statements of account rarely have letters accompanying them unless there is a particular point that the supplier-wants to make, e.g. that the accounts overdue, or that some special concession is available for prompt payment. Note the expression as at which means up to this date.

I enclose your statement as at 31 July. May I remind you that your June statement is still outstanding, and ask you to settle as soon as possible?

Please find enclosed your statement of account as at 31 May this year. If the balance of £161 is cleared within the next seven days, you can deduct a 3 per cent cash discount.

a) Summarize this article.

4.2 Settlement of accounts

4.2.1 Methods of payment: home trade

Here is a list of methods of payment which can be used in the home trade, which refers in this case to trade in the UK.

Postal Order

Postal Orders can be bought from the Post Office, usually to pay small amounts, and sent to the supplier direct. They can be crossed or closed, i.e. only to be paid into the supplier's account, or open for cash. Poundage, i.e. the cost of buying the Order itself, is expensive, so they would only be used for small amounts.

Stamps

It is possible to pay someone with postage stamps, but unusual in business.

Giro

This postal cheque system is run by the Post Office and allows customers send payments to anyone whether they have a Giro account or not.

C.O.D. (cash on delivery)

The Post Office offers a service by which they will deliver goods and accept payment on behalf of the supplier.

Cheque

You must have a current account, or certain types of savings accounts, to pay by cheque. Cheques take three working days to clear through the commercial banks, and can be open, to pay cash, or closed (crossed), to be paid into an account. Unlike in most countries, UK cheques are valid up to six months.

Bank transfer

Banks will transfer money by order from one account to another.

Credit transfer

The payer fills out a Bank Giro slip and hands it in to a bank with a cheque. The bank then transfers the money to the payee.

Bank draft

The payer buys a cheque from the bank for the amount he wants to pay and sends it to the payee. Banks usually require two of their Directors' signatures on drafts, and make a small charge.

Bill of exchange

The seller draws a bill on the buyer. The bill states that the buyer will pay the seller an amount within a stated time, e.g. 30 days. The bill is sent to the buyer either by post, or through a bank, and the buyer signs (accepts the bill before the goods are sent. If this is done through a bank, the bank will ask the buyer to accept the bill before handing over the shopping documents; this is known as a documents against acceptance (D/A) transaction.

Letter of credit

This method of payment can be used internally, but is more common in overseas transactions. See 4.2.2 Documentary credit.

4.2.2 Methods of payment: foreign trade

Cheque

It is possible to pay an overseas supplier by cheque, but it takes a long time before the supplier gets his money. In a German/UK transaction, for example, the supplier could wait up to three weeks for payment.

International Giro

Payment by International Giro, which replaced Money Orders, can be made whether the buyer has an account or not, and to a supplier whether he has an account or not. The International Giro form is obtained from any Post Office, filled out, then handed to the Post Office who forwards the order to the Giro centre which will send the amount to a Post Office in the beneficiary's country where the supplier will receive a postal cheque. He can then either cash it, or pay it into his bank account. Giros are charged at a flat rate.

International Money Orders

International Money Orders can be bought at most banks in the UK and are paid for in sterling or dollars. The bank fills out the order for the customer, then for a small charge, hands the IMO over, and the buyer sends it to the beneficiary, i.e. the person receiving the money. IMOs can be cashed or credited to the recipient's account.

Bank transfer

Payment can be made by ordering a home bank to transfer money to an overseas account. If telegraphed, the transfer is known as a telegraphic transfer (TT), and if mailed, a mail transfer

(MT). The Society for Worldwide Interbank Financial Communications (SWIFT) offers facilities for a 24-hour transfer of money to a beneficiary on its computer systems.

International banker's draft

This is a banker's cheque which the bank draws on itself and sells to the customer, who then sends it to his supplier as he would an ordinary inland cheque. So if you have to pay your supplier £2,000, you purchase the cheque for that amount, plus charges. Usually the receiver's bank should either have an account with the sender's bank, or an agreement.

Promissory notes

A promissory note is not a method of payment but simply a written promise from a debtor to a creditor that the former will pay the stipulated amount either on demand or after a certain date. In effect a promissory note is an IOU (I owe you).

Bill of exchange

The procedure is the same as for the home trade, but shipping documents usually accompany bills when the bank acts as an intermediary in overseas transactions.

Documentary credit

This term is used to distinguish the normal letter of credit, used in business, from the circular letter of credit, formerly used by foreign travellers and now largely replaced by Eurocheques, traveller's cheques, and cash cheque credits. Documentary credits have to be applied for from the buyer's bank, by filling out a form giving details of the type of credit (i.e. revocable or irrevocable), the beneficiary (the person receiving the money), the amount, how long the credit will be available for (i.e. valid until...), the documents involved (bill of lading, insurance, invoice, etc.), and a description of the goods. The money will be credited to the supplier's account as soon as confirmation of shipment is made. This is done when the documents are lodged with the customer's bank

4.2.3 Advice of payment

Letters advising payment, particularly in the home trade, tend to be short and routine.

We have pleasure in enclosing our Postal Order/Cheque/bank draft for £ in payment of your statement/ Invoice No.....dated.....

I have instructed my bank, today to transfer £161.0010 your account in payment of your 31 May statement.

We have drawn a postal cheque for £26.00 in payment of your Invoice No. L231 dated 2 August. This can be cashed at any Post Office, or paid into your account.

Letters confirming payment in foreign trade transactions may be more complicated if you want to take advantage of the letter to make certain points, but they can be as straight forward as the home trade letters.

Thank you for your prompt delivery. Please find enclosed our draft for £2,341 drawn on Eastland City Bank, Sommerville. Could you please acknowledge receipt?

We would like to inform you that we have arranged for a credit transfer through our bank, the Hammergsbank, Bergen. The transfer is for £3.120 in payment of invoice No. Re 1641. Could you confirm the transfer has been made as soon as the correspondent bank advises you?

We have pleasure in enclosing our bank draft for £5.141.53 as payment on proforma invoice No. 5512. Please advise us when the goods will be shipped and are likely to reach Barcelona. You will be pleased to hear that we have accepted your bill and now have the documents. We shall collect the consignment as soon as it arrives in Bonn and honour your draft at maturity. Our bank informs us that they now have the shipping documents, and will be transferring the proceeds of our letter of credit to your account.

4.2.4 Acknowledgement of payment

Letters acknowledging payment also tend to be short, whether in the home trade or in foreign trade. Thank you for your Postal Order Cheque/draft/credit transfer/postal cheque for £... in payment of our statement/invoice No. ... dated... Our bank advised us today that your transfer of £761.00 was credited to our account. Thank you for paying so promptly, and we hope to hear from you again soon.

We received your Giro slip today informing us that you had paid £126.00 into our account in settlement of invoice, No. L231.

Thank you for letting us know, and we look forward to hearing from you in the near future.

Thank you for sending your draft for invoice No. 11871 so promptly. We hope you like the consignment and look forward to your next order.

We received an advice from our bank this morning that your transfer for invoice No. RE1641 has been credited to our account. We would like to thank you, and ask you to contact us if you need anything else in menswear, or any information about fashions in this country.

Our bank informed us today that you accepted our bill (No. BE2255) and the documents have been handed to you. We are sure you will be pleased with the consignment.

The Nippon Bank in Tokushima have told us that the proceeds of your letter of credit have been credited to our account. Thank you for your custom and we hope you will write to us again. We are enclosing our summer catalogue which we are sure will interest you.

a) Say what you have learned from the text about payment

4.3 Specimen forms and letters

4.3.1 Invoice

This is a relatively simple invoice. Note the addition for Value Added Tax (VAT) and postage and packing (p. & p.) The letters E & OE at the bottom mean Errors and Omissions are Expected: in other words, if there is a mistake on the invoice, a supplier has the right to correct it by asking for more money or giving a refund.

INVOICE		
D&R Electrical Ltd. 35 Hill Street, Seacroft. Leeds LS14 1ND Tel: 0532 640181 To: P. Gwent & Co. Ltd. 43 Ring Road Leeds LSI 6 2BN <u>Your order No. L87/5</u>		
		Registered London No115662 VAT Reg No 154 6627 19 Date: 1 May 19-
Number	Description	Total
40	RVA 250 volt plugs @ 65p. Each Add VAT 17 1/2 % " P&P	£26.00 4.55 1.35 <u>£31.90</u>
E&OE		

4.3.2 Invoice

This invoice is rather more complicated. It is from Glaston Potteries to their Canadian customers MacKenzie Bros. It would be sent with copies and shipping documents to The Canadian Union Trust Bank via the Burnley Bank who are their agents in England. These

documents prove that a shipment has been made from Glaston to MacKenzie so that the Canadian bank can now release the money that MacKenzie Bros. committed to pay in their Letter of Credit. There will also be additional charges that MacKenzie Bros. pay their bank for handling the transaction.

It might be helpful to refer back to letters 2.3.3, 3.4.5, 3.4.6 to remind yourself of the enquiry, reply, order, and advice that have been sent during the correspondence between MacKenzie's agents and Glaston Potteries.

You will see from the invoice that cost, insurance, and freight charges have been deducted from the gross price. This is because under UK law the customer must be told exactly what he is paying for. And in this case c.i.f. has also been deducted so that the 10 % special discount can be taken off the net price.

Answer the questions:

1) What is the net total of the invoice? 2) How have Glaston explained they have the right to correct the invoice if there is a mistake? 3) What sort of transaction is this? 4) Which reference would MacKenzie use when referring to this invoice? 5) How are the items identified? 6) What does the sign @ mean?

INVOICE				
GLASTON POTTERIES				No 1096A3
Fax: 0315 46125 Tel: 031563182 Mackenzie Bros Ltd, 1-5 Whale Drive Dawson Ontario CANADA				
<u>Your order NO DR 1432</u>				
Quantity	Description	Cat. No.	£ each	£
35	Earthenware	R 194	@ 25.00	set 875.00
10	Wedgwood	W 161	@ 37.50	375.00
13	Bone/Tea	T21	@ 12.00	180.00
10	Staffordshire Red	S 73	@ 22.60	226.00
	c.i.f.		1656.00	1656.00
	Less Cost & Freight			
	Liverpool/Dawson		47.00	
	Less Insurance		92.00	
	10% discount off net price		1417.00	Less Disc. <u>141.70</u>
			Total	1514.30
E&O.E. Registered No.716481 VAT Reg No 133 5341 08				

4.3.3 Statement of account

This statement is an account of the transactions that took place over the month of May between Seymore Furniture Ltd. and their customer, C. R. Méndez. You will see that a debit note (D/N 311) and a credit note (C/N C517) are listed as well as the invoices they corrected. There are also two payments which are listed here as cash, although the word “cheque” is also used in this context.

Answer the following questions:

1) Is there an allowance for payment within a certain time? 2) How much did C. R. Méndez owe at the beginning of this month? 3) How much was the error in Méndez' favour? 4) What did Méndez pay during the month? 5) How will his 1 June statement open? 6) What was the total amount of Méndez' purchases during May?

STATEMENT				
SEYMORE FURNITURE LTD. Tib Street, Maidenhead. Berks. SL65D2 Telephone: 062826755 Registered No. 18014381 London VAT No. 231 6188 31 C.R.Méndez SA Avda del Ejército 83 E-48015 Bilbao				
31 May 19-				
Date	Item	Debit	Credit	Balance
19-		£	£	£
IMay				
2 "	Account Rendered			270.00
8 "	Inv. L. 8992			330.00
12 "	D/N 311			342.00
14 "	Cash	60.00		242.00
20 "	inv. L. 899S	12.00	100.00	962.00
28 "	C/N C 311	720.00	40.00	922.00
	Cash		600.00	322.00
E. & 0. E. Cash Disc. 3% if paid within 7 days				

F. LYNCH & CO. LTD.

(Head Office), Nesson House, Newell Street, Birmingham B3 3EL
Telephone No. 021236 6571 Fax: 031236 8592 Telex: 341641

Satex S.p.A.
Via di Pietra Papa
00146 Roma
ITALY
Attn. Mr D. Causio

Your Ref: -
Our Ref: Order14463
16 June 19-

Dear Mr Causio,

Thank you for being so prompt in sending the documents for our last order, No. 14463. We have accepted the sight draft, and the bank should be sending you an advice shortly.

We have been dealing with you on a cash against documents basis for over a year and would like to change to payment by 40-day bill of exchange, documents against acceptance.

When we first contacted you last February you told us that you would be prepared to reconsider terms of payment once we had established a trading association. We think that sufficient time has elapsed for us to be allowed the terms we have asked for. If you need references, we will be glad to supply them.

As we will be sending another order within the month, could you please confirm that you agree to these new terms of payment?

Yours sincerely,

L. Grane
Chief Buyer

4.3.4 Advice of payment

This letter continues the correspondence at 2.3.3 (enquiry), 3.4.5 (order), and 3.4.3 (acknowledgement of order). The customer, Mr Crane of F. Lynch & Co., uses this confirmation of payment to ask for the terms of payment to be revised if you look back to 3.4.1 you will see that Satex S.p.A. did, in fact, say that they would review the terms after a while. Notice how the letter begins with confirmation of payment.

Then states the present arrangement, and finally makes the next order subject Mr Causio accepting the new terms. The letter is firm, but still polite.

MACKENZIE BROS. LTD.

1-5 Whnie Drive, Dawson, Ontario, Canada

Branches: Ottawa, Vancouve, New York, Chicago.

Tel: (613238 1492) Cable: MAKIE Telex:315515

Mr. J.Merton

15 December 19-

Saloon Monaser Glaston Potteries Ltd. Glayfield

Burnley BBIO IRQ

UNITED KINGDOM

Dear Mr. Merton,

We have instructed our bank to arrange for a letter of credit for £6,188.92 to be paid against your pro-forma invoice No. 01152/S, and the proceeds will be credited to you as soon as Canadian Trust receive the documents.

We usually ask you to wrap each piece of crockery individually and pack no more than ten sets into a crate to allow for easy and safe handling. This was not done with our last consignment and as a consequence there were breakages. Attached you will find a list and we would like either replacements to be included in our next shipment, or your credit note.

Yours sincerely,

R. MacKenzie

4.3.5 Advice of payment

This letter continues the correspondence 2.3.3 (enquiry), 3.4.5 (order), 3.4.6 (advice of despatch) and 4.3.2 (invoice). MacKenzie Bros. use the letter both to confirm payment and to make a complaint about the packing (see also Unit 5 Complains and adjustments). Note that MacKenzie Bros. will accept either replacements for the broken crockery or a credit note. Glaston Potteries will claim on their insurance company for the breakages, although they might not get compensation as they have been negligent in their packing.

4.4 Delayed payment

4.4.1 Asking for more time to pay

If you are writing to a supplier to tell him why you have not cleared an account, remember that he is mainly interested in when the account will be paid. So, while you must explain why you have not paid, you must also tell him when and how you intend to pay.

Remember to begin the letter with your creditor's name (this should always be done once correspondence has been established, but it is essential in this case: if you owe someone money, you should know their name). Refer to the account and apologize in clear, objective language

(i.e. do not use language like “Please forgive me for not settling my indebtedness to you”). Notice the verbs “clear” and “settle the account” are used rather than “pay”.

I am sorry that I was not able to clear my July account.

We regret we were unable to send a cheque to settle our account for the last quarter.

Explain why you cannot clear the account. But do not be dramatic.

The dock strike which has been in operation for the past six weeks has made it impossible to ship our products, and as our customers have not been able to pay us, we have not been able to clear our own suppliers' accounts yet.

A warehouse flood destroyed the majority of the components that were to be fitted into Zenith 900. We are waiting for our insurance company to settle our claim so that we can renew our stock and pay our suppliers.

We were not able to settle the account because of the bankruptcy of one of our main customers, who we hoped would have cleared his balance with us. The debt was considerable and its loss has made it difficult for us to pay our suppliers.

Notice in the last example above that there is no reference to the bankrupt customer's name, nor how much he owed. It would be unethical to give this sort of information. Also notice how the debtor generalizes the situation, explaining that none of his suppliers have been paid yet.

Tell your supplier when you will pay him: as far as he is concerned, this is the most important piece of information in your letter. You may be able to pay some money on account, i.e. to offer some money towards settlement; this shows a willingness to clear the debt, and will gain your creditor's confidence.

We will try to clear your invoice within the next few weeks. Meanwhile the enclosed cheque for £200.00 is part payment on account.

If you cannot offer a part payment, give as precise a date of payment as you can.

Once the strike has been settled, which should be within the next few days, we will be able to clear the balance.

As soon as the insurance company sends us compensation we will settle the account. We expect this to be within the next two weeks.

4.4.2 Replying to requests for more time

There are three possible ways in which you might reply to a request from a customer for more time to settle his account: you may agree to his request, or refuse it, or suggest a compromise.

If you agree to the request, a short letter is all that is needed.

Thank you for your letter concerning the outstanding balance on your account. I sympathize with the problem you have had in clearing the balance and am willing to extend the credit for another six weeks. Would you please confirm that the credit will be settled then?

I was sorry to hear about the difficulties you have been experiencing in getting components to complete orders from other suppliers, and realize that without sales it is difficult to settle outstanding accounts. Therefore your account has been extended another month, but I will have to insist on payment by the end of July.

If you refuse the request, you will need to explain, politely, why you are refusing.

Thank you for your letter explaining why you cannot clear your January statement for £2,167.54. I certainly appreciate your difficulty but we ourselves have to pay our own suppliers and therefore must insist on payment within the next ten days. We look toward to receiving your remittance.

With reference to your letter of 6 August in which you explained why the outstanding invoice, No. YR88190C, has not been cleared, we understand the problems you have been facing in the current recession. However, it was in consideration of the present economic climate that we allowed you a two-month period to settle, and while we would like to offer you more time to

clear the balance, our own financial position makes this impossible. Therefore we must ask you to settle the account within the next fortnight.

An offer of a compromise (e.g. part payment) will also need an explanation.

Thank you for writing and letting us know why the May account is still outstanding. Unfortunately, we can not extend the credit any longer as we allowed considerable discounts in lieu of a prompt payment. Nevertheless, in view of the difficulties you have been having with your two major customers in clearing their accounts, we are prepared to compromise and suggest that you clear half the outstanding balance immediately by sending a cheque for £4,871.71 and clear the remainder by the end of next month. We look forward to your remittance and confirmation that the balance of the account will be cleared in July.

I regret to hear about the strike which has held up production in your plant for the past few weeks and can understand why you need more time to clear your account with us. Nevertheless, when we allowed to open account terms, we emphasized this was only on the condition that balances were cleared promptly on due dates as credit facilities put a strain on our own cash flow situation. Because of this we cannot extend the credit by another two months. However, because of your previous custom with us we are quite willing to allow you to clear half the balance, viz. £5,189 by sending us a sight draft, see enclosed B/E No. 898101, and clear the outstanding amount by accepting the enclosed draft B/E No. 898108, drawn at 30 days. We look forward to receiving your acceptance and confirmation.

Give your viewpoint.

4.5 Requests to payment.

4.5.1 First request

You should never immediately assume your customer has no intention of paying his account if the balance is overdue. There may be a number of reasons for this. He may not have received your statement. He may have sent a cheque which has been lost. He might have just overlooked the account. Therefore a first request is in the form of a polite enquiry. One of the ways of doing this is to make the letter as impersonal as possible. This can be done by using the definite article, e.g. *this outstanding balance*, instead of *your outstanding balance*. Use the passive voice, e.g. *to be cleared*, instead of *which you must clear*, and modifying imperatives as *should*, instead of *must*. The first example will give you an idea of this style.

We are writing concerning the outstanding October account for £3,171.63, a copy of which is enclosed and which should have been cleared last month. Please let us know why the balance has not been paid. With reference to your invoice No. 81 45316, for £1,710 (see attached copy) which we expected to be cleared three weeks ago, we still have not yet received your remittance. Would you please either let us have your cheque, or an explanation of why the invoice is still outstanding?

We think you may have overlooked invoice No. 5A 1910 for £351.95 (see-copy) which was due last month. Please could you let us have your cheque to clear the amount? If, however, you have already sent a remittance, then please disregard this letter.

4.5.2 Second request

If a customer intends to pay, he usually answers a first request immediately, offering an apology for having overlooked the account, or an explanation. But if he acknowledges your request but still does not pay, or does not answer your letter at all, then you can make a second request. As with the first request, you should include copies of the relevant invoices and statements, and mention your previous letter. This will save time. You should also refer to previous correspondence.

We wrote to you on 3 March concerning our January statement which is still outstanding. Enclosed you will find a copy of the statement and our letter.

This is the second letter I have sent you with regard to your March account which has not been cleared. My first letter dated 21 April, asked why the account had not been paid, and you will see from the enclosed that...

State that you have not received payment if this was promised in the reply, or that no reply has been received.

Since I wrote I have not received either a reply or remittance from you.

I would like to know why you have neither replied nor sent a cheque to clear the outstanding balance.

In your reply to my letter of 21 April you promised that the account would be cleared by the end of May, yet I have not received your remittance or an explanation.

Insist that you receive payment or an answer within a certain time.

We must now insist that you clear this account within the next seven days, or at least offer an explanation for not paying it.

As we have traded for some time, we have not pressed for payment. However, we must now insist that either you settle the account or offer a reasonable explanation for not doing so.

I would like your remittance by return of post or failing that, your reasons for not clearing this account.

4.5.3 Third request (Final Demands)

Review the situation from the time the account should have been paid. We have written you two letters of 22 September and 19 October, and have sent copies of the outstanding invoices with them, but have not received either a reply or remittance. I have written to you twice, on 8 May and 4 June concerning your balance of £934.85 which has been outstanding since April, but as yet, have not received a reply.

I am writing to you about your June account which I had hoped you would have cleared by now. On 5 July and 12 August, I sent letters with copies of invoices and statements, asking you to clear the balance or at least offer an explanation of why you have not sent a remittance.

Explain that you have been patient.

When we arranged terms, we offered you payment against monthly statements, yet it has been three months since you wrote promising the account would be cleared. We now assume that you have no intention of clearing the balance. We had expected this matter to have been settled at least two months ago, but you have shown no indication of cooperating with us.

Let the customer know what you intend to do, but do not threaten legal action unless you intend to take it, as it will make you look weak and indecisive. In the two examples below legal action is not threatened.

We feel that you have been given sufficient time to clear this balance and now insist on payment within the next ten days.

We must now press you to clear this outstanding account. Please send your remittance immediately

In the next two examples legal action is threatened. Notice the language used to do this. Do not use obscure language (e.g. 'We will take other steps "or" We will use other methods to enforce payment'), and do not try to sound like a lawyer (e.g. 'Unless payment is forthcoming, we will have to take steps to enforce our claims'). A direct statement will produce better results.

We were disappointed that you did not bother to reply to either of our letters asking you to clear your account, and you have left us no alternative but to take legal action.

We are giving you a further seven days to send your remittance after which the matter will be dealt with by our solicitors.

b) Summarize three requests.

D. VAN BASTEN SA

Heidelberglian 2, Fostbus 80.115, NL-3508 TC, Utrecht
Telephone: (31) 30-532 044 Telefax (31) 30-581617
The Director 18 January 19-
DVB Industries GmbH
Correnstrasse 250
D – 4000 Muster

Dear Mr Schubert,

I am sorry that we were not able to clear your November statement for \$3.850 and December invoice, No. 7713 for \$289. We had intended to pay the statement as usual, but a large cash shipment to one of our customers in Australia was part of the cargo destroyed in the fire on the SS Tippa when she docked in Bombay in late November.

Our insurance company have promised us compensation within the next few weeks, and once we have received this the account will be paid in full.

We know you will appreciate the situation and hope you can bear with us until the matter is settled.

Yours sincerely,
D. van Basten
Director

4.6 Specimen letters

4.6.1 Request for more time

D. van Basten S.A. write to their suppliers to warn them that payment will be delayed.

Answer the following questions:

1) What is the total outstanding balance? 2) What explanation is given for non-payment? 3) When does Ms van Basten intend to pay? 4) Why is she confident that she can clear the account? 5) What does the expression hope you can bear with us mean? 6) Which words in the letter correspond to the following: pay; meant; goods; make up for loss; understand.

4.6.2 Agreeing to more time

This is a reply to the previous letter at 4.6.1. Mr Schubert accepts the request and asks for payment as soon as possible.

DVB INDUSTRIES GMBH

Correnstrasse250
D-4000
The Director
D. van Basten S.A.
Heidelberglaan 2
Postbus80.115
NL – 3508 TC
Utrecht

Tel: (49) 251-8661
Fax: (49) 251-90127
Telex: 6125930

20 January 19-

Dear Ms van Basten,

Thank you for your letter of the 15 January regarding our November statement and December invoice No 7713.

We were sorry to hear about the difficulties you have had, and understand the situation, but would appreciate it if you could clear the account as soon as possible, as we ourselves have suppliers to pay.

We look forward to hearing from you soon.

Yours sincerely,

D.Schubert

Director

L. FRANKSEN PLC

Prince of Wales Road. Sheffield S9 4EX

Telephone: 10742; 24789

Fax: 0742 25193

Mr D.Bishkin
Zenith S.A.
Haldenstrasse 118
3000 Bern 22
SWITZERLAND

19 May 19_

Dear Mr Bishkin.

I am sorry to tell you that I will not be able to meet my bill No. BE7714, due on 6 June.

My government has put an embargo on all machine exports to Zurimba, and consequently we have found ourselves in temporary difficulties as we had three major cash consignments for that country. However, I am at present discussing sales of these consignments with two large Brazilian importers, and am certain that they will take the goods.

Could you allow me a further 60 days to clear my account, and draw a new bill on me, with interest of, say 6% added for the extension of time?

I would be most grateful if you could help me in this matter.

Yours sincerely,

L Franksen

4.6.3. Request for an extension

In this letter the customer asks for Mr's bill of exchange to be extended for another 60 days.

Answer the following questions:

1) What expression does Mr Franksen use instead of "pay"? 2) What is an embargo? 3) How does he intend to get the money for the cargo he cannot sell? 4) What solution does he suggest to the problem? 5) How does he propose to compensate Mr Bishkin? 6) Which words in the letter correspond to the following: pay for goods, make out a draft?

4.6.4. Offer of a compromise

In this case Mr Bishkin, the supplier, has the legal right to present the bill to his bank for payment, then if the bill is not met, call a notary public (a lawyer) to protest the bill, i.e. prevent the drawee (the person who would pay) from denying the bill was presented for payment, or dishonouring (not paying) the draft. The costs of this procedure are paid by the customer. However, the customer in this case has not said 'we will not pay', but 'cannot pay at present'. If the supplier forced his customer to pay, the result might be bankruptcy, and all Mr Bishkin will get is a percentage of his customer's debts like other creditors. This could be as small as 5% of the total debt. So Mr Bishkin would be reluctant to force the bill on Mr Franksen. On the other hand, he has waited long enough for his money, and cannot be expected to wait another 60 days, even with the interest offered. So in his reply to Mr Franksen he offers a compromise.

Answer the questions:

1) Is Mr Bishkin sympathetic to Mr Franksen's problem? 2) What compromise does he suggest? 3) Why does he say he cannot wait a further 60 days for payment? 4) Does he want the 6% interest added on? 5) How will he know that Mr Franksen has accepted his offer?

ZENITH S.A.

Haldenstrasse 118, 3000 Ben 22, Switzerland
Tel: Bern 30172 Fax: Bern 82337

Mr L. Franksen
L. Franksen PLC
Prince of Wales Road
Sheffield S9 4EX
UNITED KINGDOM

23 May 19-

Dear Mr Franksen,
Bill No. BE 7714

I was sorry to learn about the embargo your country has placed on exports to Zurimba and of the problems this has created. However, the above bill has already allowed credit for 40 days, and although I appreciate your offer for an additional 6% interest on the £4,360 outstanding, it is financially impossible to allow a further 60 days credit as I myself have commitments.

I think the following solution might help us both.

You need not add interest on the present amount, but I have enclosed a new draft (BE 7731) for £2,180 which is half the outstanding balance, and will allow you 40 days to pay it. But I expect you to pay the remainder viz. £2,180 by banker's draft.

Please confirm your acceptance by signing the enclosed bill and returning it to me with your draft by return of post.

I wish you luck with your negotiations with the Brazilian importers and hope that this setback will soon be resolved.

Yours sincerely,

N. Bishkin

Encl. Bill BE 7731

4.6.5 First request

Below is an example of a first request. See 2.3.5 for other examples of correspondence between these two firms.

HOMEMAKERS LTD.

54-59 Riverside, Cardiff CF1 1JW
Telephone: (10222) 49721
Telex: 38217
R. Hughes & Son Ltd.
21 Mead Road
Swansea
Glamorgan 3ST IDR

Registered No. C 135162
20 November 19-

Dear Mr Hughes,

I am writing to ask why you have not settled our invoice No. H931 for £519.63, a copy of which is enclosed.

I know that since we began trading you have cleared your accounts regularly on the due dates. That is why I wondered if any problems have arisen which I might be able to help you with. Please let me know if I can be of assistance.

Yours sincerely,
R. Cliff

4.6.6 Reply to first request

You will see from Mr Hughes' reply to Mr Cliff's letter (4.6.5) that the invoice had been paid, not by cheque, which was Mr Hughes' usual method of payment but by credit transfer. If Mr Cliff had looked at his bank statement, he would have seen that the money had been credited. On the other hand, if Mr Hughes wanted to change his method of payment, he should have informed his supplier, as banks may not always advise credit transfers. This is a good example of why you should not assume a reason for your customer not paying an account. There is a further example on 4.6.7, and 4.6.8 .

R. HUGHES & SON LTD.

21 Mead Road, Swansea, Glamorgan 3ST IDR
Telephone: Swansea 5M41
Telex: 881821
Mr R Cliff
Homemakers Ltd.,
54-59 Riverside,
Cardiff CFI IJW

VAT No. 2152261.30

24th November 19-

Dear Mr Cliff,

I was surprised to receive your letter of the 20th November in which you said you had not received payment for invoice No. H931,

I instructed my bank, the Welsh Co-operative Bank, Swansea, to credit your account in Barnley's Bank, Cardiff, with the £819.63 some time ago.

As my bank statement showed the money had been debited to my account, I assumed that it had been credited to your account as well. It is possible that your bank has not advised you yet. Could you please check this with Barnley's, and if there are any problems let me know, so that I can make enquiries here?

Yours sincerely,
R. Hughes

INGENIEROS INDUSTRIALES SA

Barrio de Ibaeto s/n
E-20009 San Sebastian
Su. ref:-
Ns. ref: 613/02
The Accountant
Omega S.p. A.
Via Angelto 2153
20121 Milano
Italy

Tel: (34)9432128100
Fax: (34)9432118590
Telex: 302196
Fecha: 30August 19-

Dear Mr Giordiano,

We wrote to you on 10 August and enclosed copy invoices which made up your June statement, the balance of which still remains outstanding.

Having dealt with you for some time, we were disappointed in neither receiving your remittance nor any explanation as to why the balance has not been cleared. Please would you either send us a reply or cheque to clear the account within the next seven days? Thank you.

Yours sincerely,
R. Costello
Credit Controller

4.6.7 Second request

This is an example of a second request for payment, but you will see that, even though this is a second letter, Snr. Costello still uses a careful and friendly tone.

4.6.8 Reply to second request

Here is Mr Giordianino's reply to the previous letter.

Answer the following questions:

1) Why didn't Mr Giordianino receive the statement and letter? 2) What has he done about the outstanding account, and what will he do in future? 3) What has he asked Mr Costello to do to ensure that letters get to him? 4) Why do you think Mr Costello did not receive Mr Giordianino's letter? 5) There is no reference to it in either letter, but what could have happened for the letter to have been mislaid?

OMEGA S.P.A

Viale Mortidio 61269 I-T01225 Torino
Telefono: 1391-11-5981461 Telefax: (39)-1 1-428351 Telex: 7793105
Vs. rif: 613/02 Ns. rif.: Data: 1 September 19-
The Credit Controller
Ingenieros Industriales SA
Barrio de Ibaeta s/n
E-80009 San Sebastian

Dear Mr Costello,

First let me apologize for not having cleared your June statement or replying to your letter of 10 August. However, I am surprised that you did not receive our circular letter informing all our suppliers that we were moving from Milano to Torino. I have checked our post book, and find that a letter was sent to you on June 30.

As you will see from the copy enclosed, we warned suppliers that during the move there might be some delay in clearing accounts and replying to correspondence as the move would involve replacing more than half our staff with new people who needed time to get used to our accounts and filing systems.

You will be pleased to hear that we have now settled into our new offices and will have a fully trained staff by the end of next month. Meanwhile, I am enclosing a cheque for Lit. 300,000 on account, and will send a full settlement of your June statement within the next few days. Could you please note our new address, which is on the heading of this letter, for future reference?

Yours sincerely,
D. Giordianino
Accountant
Enc. Bank Draft No. 487322 for Lit. 300,000

DELTA COMPUTERS LTD.

Bradfield Estate, Bradfield Road, Wellingbrough, Northamptonshire NN8 4HB
Telephone: 0933164314 Reg: England 1831713
Telex: 485681 VAT:221962114
Fax: 0933 20016 Your ref: _____

P. Theopolis SA
5613rd September Street
GR-10432
Athens

Our ref: TYGA/C

Dear Mr Theopolis,
Account No. TYO 99014

I wrote to you on two occasions, 21 October and 14 November, concerning the above account which now has an outstanding balance of £1,541.46 and is made up of the copy invoices enclosed.

I have waited three months for either a reply to explain why the balance has not been cleared, or a remittance, but have received neither.

Although I am reluctant to take legal action to recover the amount, you leave me no alternative. Therefore, unless I receive your remittance within the next ten days, my solicitors will be instructed to start proceedings to recover the debt,

Yours sincerely,

J. Millar (Mrs)

Accountant

Encl. invoice copies

4.6.9 Third request (Final Demand)

Answer the questions:

1) How many times has Delta written to Mr Theopolis? 2) How long has the balance remained unpaid? 3) Does Delta want to take any action? 4) What expression is used which means the same as 'legal action'? 5) What was included with the letter?

4.7 Points to remember

- 1) Invoices record goods that have been sold. The commercial invoice is one of the main documents used in trading. It may be accompanied by a short covering letter.
- 2) Pro-forma invoices are sent in the case of pre-payment, or to inform the customer of the price.
- 3) Statements of account are sent monthly or sometimes quarterly, and include details of all transactions within the period.
- 4) There are various methods of payment available through the Post Office and banks. Letters accompanying payments are usually short, giving information about the payment and what it refers to, but they can also be used to make further comments if necessary.
- 5) Letters advising and acknowledging payment tend to be short and routing but they may be used to, say, propose new terms of payment or to make complaints.
- 6) If you are asking for more time to pay, you should apologize for not having cleared the account on the due date, explain why you have not paid, and when and how you intend to clear the balance. Remember, your creditor is more interested in when he gets his money, than good excuses.
- 7) As a supplier, three steps are usually taken to recover a debt. The first is to write a polite letter which allows for the fact that there may be a good reason why the account has not yet been cleared. The second is to send a more insistent request which refers to the letter you have already sent with enclosures of copies of invoices and statements. You can in the second request, state that you expect payment, or a reply, within a reasonable time. A final demand must be handled with restraint. Review what has happened, explain the

balance has been outstanding for a long period, and if necessary threaten legal action if the account is not paid within a specified period.

4.8 Exercise on prepositions

Terms of payment.

Payment the goods to be delivered the present contract is to be effected ... pounds sterling accordance the Trade Agreement the Government Russia and Great Britain dated the 4 September, 1973 an irrevocable confirmed Letter of Credit to be opened the Buyer the Bank Foreign Trade ... Russia. Moscow, favour the Seller the value of each lot the goods to be shipped plus 10%.

The Letter ... Credit is to be opened not later than 15 days the agreed time shipment each lot the goods. Expenses connection the opening amendment and utilization the Letter Credit are to be paid the Buyer.

Payment out of the Letter Credit is to be made against presentation Seller the Bank Foreign Trade Russia in Moscow the following documents:

Invoice

Bill ... Lading

Partial shipment and transshipment are permitted.

Insurance is to be made the amount 11 per cent the value the goods.

4.9 Translate into English:

to insure	Мы застраховали товар в Ингосстрахе России против обычных морских рисков на полную фактурную стоимость плюс 10%. Если Вы пожелаете, мы можем также застраховать товар за Ваш счет против военных рисков.
penalty (n)	В случае поставки дефектного товара, Продавец уплачивает Покупателю штраф в размере 10% стоимости забракованного товара. В случае, если товары не маркированы, Продавец платит покупателю 2% с предоставлением Покупателю права вернуть немаркированный товар.
value (n)	Вы обязаны оплатить 50% стоимости товара. Все расходы, связанные с перевозкой, отгрузкой и т.д., входят в стоимость товара. Штраф исчисляется из расчета 0,1% стоимости за каждый день задержки.
to exceed	Если задержка превысит 30 дней, Покупатель вправе отказаться от товара. Если задержка превысит 3 недели, взимание пени прекращается.

UNIT 5

Complaints and adjustments

Learn new vocabulary:

a fault	out-of-date
a misunderstanding	wear and tear
an inconvenience	bad workmanship
a deadline	compensation
a guarantee	repair
a dispute	legal action
a backlog	to be satisfied/dissatisfied
a commitment	to investigate a complaint
a contract	to look into a matter
a miscalculation	to deny/accept responsibility
an overcharge	to give an explanation
an undercharge	to put matters right
damage	to apologize
deterioration	

Unjustified complaints; writing general complaints (the language of complaints, explaining the problem, suggesting a solution); replying to the letters of complaint (getting time to investigate, explaining the mistake, solving the problem, rejecting a complaint); accounting errors and adjustments (debit notes, credit notes).

5.1 Unjustified complaints

To have to complain is annoying, but to complain without good reason will also annoy your correspondent. If you complain, make sure you get your facts right. And if you have to answer an unjustified complaint, be polite and restrained, and remember that we can all make mistakes.

Below are two examples of unjustified complaints, with the replies to them. Notice how restrained the replies are.

Dear Sir,

I strongly object to the extra charge of £ 9.00 which you have added to my statement. When I sent my cheque for £56.00 last week, I thought it cleared this balance. Now I find...

Dear Mr Axeby,

We received your letter today complaining of an extra charge of £9.00 on your May statement. I think if you check the statement you will find that the amount due was £65.00 not £56.00 which accounts for the £9.00 difference. I have enclosed a copy of the statement and...

Dear Sir,

I could not believe it when I read that your prices have now been increased by £7.00. To have to pay £12.00 for an article that was £5.00 only a few months ago is outrageous! The government is fighting inflation...

Dear Mr Richardson,

Thank you for your letter. I checked the item you referred to, which is in fact the Scriva Pen catalogue No. G14 on our price-list. The pen has been increased to £7.00, not by £7.00, and I think you will agree that for a fountain pen this is not an unreasonable increase considering that the price of our materials has doubled in the past few months.

5.2 Writing general complaints

5.2.1 Opening

Do not delay and do not apologize. Complain as soon as you realize a mistake has been made: delay not only weakens your case, but can complicate the matter as the people you are dealing with might forget the details. And there is no need to open your letter by apologizing for the need to complain ('We regret to inform you...', 'I am sorry to have to write to you about...'); this also weakens your case.

Begin simply:

We would like to inform you...

I am writing to complain about...

I am writing with reference to Order No. P32 which we received yesterday.

5.2.2 The language of complaints

Terms like 'disgusted', 'infuriated', 'enraged', 'amazed' have no place in business. You can express dissatisfaction by saying:

This is the third time this mistake has occurred and we are far from satisfied with the service you offer.

Unless you can fulfil our orders efficiently in the future we will have to consider other sources of supply.

Please ensure that this sort of problem does not arise again.

Do not be rude or personal. In most cases correspondence between firms takes place between employees in various departments. Nothing is gained by being rude to the individual you are writing to; you may antagonize someone who has probably had nothing to do with the error and, rather than getting the error corrected, she could become defensive and awkward to deal with. Therefore, do not use sentences like:

*You must correct your mistake as soon as possible.

*You made an error on the statement.

*You don't understand the terms of discount. We told you to deduct discount from net prices, not c. i. f. prices.

Use the passive and impersonal structures mentioned in 4.5.1

The mistake must be corrected as soon as possible.

There appears to be an error on the statement

There seems to be some misunderstanding regarding terms of discount. Discount is deducted from net prices, not c.i.f. prices.

Do not use words like 'fault' ('your fault', 'our fault') or 'blame' ('you are to blame'); these expressions are not only rude, but childish. Therefore, do not write:

It is not our fault, it is probably the fault of your despatch department.

But:

The mistake could not have originated here, and must be connected with the despatch of the goods.

Never blame your staff, and finally, while writing the complaint remember that your supplier wants to help you and correct the mistake. He is not in business to irritate or confuse his customers but to offer them a service.

5.2.3 Explaining the problem

If you think you know how the mistake was made, you may politely point it out to your supplier. Sometimes when a mistake occurs several times, you may be able to work out why it is happening more quickly than the firm you are dealing with.

Could you tell your despatch department to take special care when addressing my consignment? My name is C. J. Schwartz, Bergstr. 101 Köln. But there is a C. Schwartz, Bergstr. 110 Köln who also deals in electrical fittings.

Could you ask your accounts department to check my code carefully in future? My account number is 246-642, and they have been sending me statements coded 642-246.

I think the reason that wrong sizes have been sent to me is because I am ordering in metric sizes, and you are sending me sizes measured in feet and inches. I would appreciate your looking into this.

5.2.4 Suggesting a solution

If you think you know how the mistake can be corrected, let your supplier know. (For the reference to 'debit note' and 'credit note' in these examples, see 5.5)

If I send you a debit note for £18.00 and deduct it from my next statement that should put the matter right.

The best solution would be for me to return the wrong articles to you, postage and packing forward.

Rather than send a credit note, you could send six replacements which would probably be easier than adjusting our accounts.

5.3 Replying to letters of complaint

5.3.1 Opening

Acknowledge that you have received the complaint, and thank your customer for informing you.

Thank you for your letter of 6 August informing us that.. .

We would like to thank you for informing us of our accounting error in your letter of the 7 June.

We are replying to your letter of 10 March in which you told us that...

5.3.2 Getting time to investigate the complaint

Sometimes you cannot deal with a complaint immediately, as the matter needs to be looked into. Do not leave your customer waiting, but tell him what you are doing straight away.

While we cannot give you an explanation at present, we can promise you that we are looking into the matter and will write to you again shortly.

As we are sending out orders promptly, I think these delays may have something to do with the haulage contractors and I am making investigations at the moment.

Would you please return samples of the items you are dissatisfied with, and I will send them to our factory in Düsseldorf for tests.

5.3.3 Explaining the mistake

If the complaint is justified, explain how the mistake occurred but do not blame your staff; you employed them, so you are responsible for their actions.

The mistake was due to a fault in one of our machines, which has now been corrected.

There appears to have been some confusion in our addressing system, but this has been adjusted.

It is unusual for this type of error to arise, but the problem has now been dealt with.

5.3.4 Solving the problem

Having acknowledged your responsibility and explained what went wrong, you must, of course, put matters right as soon as possible and tell your customer that you are doing so.

We have now checked our accounts and find that we have indeed been sending you the wrong statement due to a confusion in names and addresses. The computer has been reprogrammed and there should be no more difficulties. Please contact us again if any similar situation arises, and once more thank you for pointing out the error.

The reason for the weakness in the units you complained about was due to a faulty manufacturing process in production. This is being corrected at the moment and we are sure you will be completely satisfied with the replacement units we will be sending you in the next few weeks.

The paintwork on the body of the cars became discoloured because of a chemical imbalance in the paint used in spraying the vehicles. We have already contacted our own suppliers and are waiting for their reply. Meanwhile we are taking these models out of production and calling in all those that have been supplied.

The material you complained about has now been withdrawn, its fault was in the weave of the cloth and this was due to a programming error in the weaving machines themselves. This has been corrected and replacement materials are now being sent to you

5.3.5 Rejecting a complaint

If you think the complaint is unjustified, you can be firm but polite in your answer (see also 5.1). But even if you deny responsibility, you should always try to give an explanation of the problem.

We have closely compared the articles you returned with our samples and can see no difference between them, and in this case we are not willing to either substitute the articles or offer a credit.

Our engineer has examined the machine you complained about and in his report tells us that the machine has not been maintained properly. If you look at the instruction booklet on maintenance that we sent you, you will see that it is essential to take care of..

Our factory has now inspected the stereo unit you returned last week, and they inform us that it has been used with the wrong speakers and this had overloaded the circuits. We can repair the machine, but you will have to pay for the repairs as misuse of the unit is not included under our guarantee.

5.3.6 Closing

It is useful when closing your letter to mention that this mistake, error, or fault is an exception, and it either rarely or never happens, and of course you should apologize for the inconvenience your customer experienced.

In closing we would like to apologize for the inconvenience, and also point out that this type of fault rarely occurs in the Omega 2000.

Finally, may we say that this was an exceptional mistake and is unlikely to occur again. Please accept our apologies for the inconvenience.

The replacements of the faulty articles are on their way to you and you should receive them within the week. We are sure that you will be satisfied with them and there will be no repetition of the faults. Thank you for your patience in this matter, and we look forward to hearing from you again.

R.Cliff
Enc. Invoice No. T4467

5.4.2 Reply to complaint of wrong delivery.

Answer the following questions:

1) Why did Mr. Hughes receive a wrong delivery? 2) What will Mr. Cliff do about it ? 3) Why is Mr. Cliff not going to send a credit note? 4) How is Mr. Cliff ensuring that Mr. Hughes will not make the same mistake again? 5) Which words in the letter correspond to the following: investigated; seems; ordered; collect; lost?

5.4.3 Complaint of damage

You have already seen a complaint about breakages in MacKenzie's letter to Glaston Potteries, 4.3.5. This letter deals with damage.

F. LYNCH & CO. LTD.

(Head Office), Nesson House. Newell Street, Birmingham B3 3EL
Telephone No.: 0212366571 Fax: 021 2368592 Telex: 341641

Satex S.p.A.
Via di Pietra Papa
00146 Roma
ITALY
Attn. Mr D. Causio
Date: 15 August 19-

Your Ref:
Our Ref:

Dear Mr Causio,
Our Order No 14478

I am writing to you to complain about the shipment of sweaters we received yesterday against the above order.

The boxes in which the sweaters were packed were damaged, and looked as if they had been broken open in transit. From your invoice No. 18871 we estimate that thirty garments have been stolen to the value of £150.00. And because of the rummaging in the boxes, quite a few other garments were crushed or stained and cannot be sold as new articles in our shops.

As the sale was on a c. i. f. basis and the forwarding company your agents, we suggest you contact them with regard to compensation.

You will find a list of the damaged and missing articles attached, and the consignment will be put to one side until we receive your instructions.

Yours sincerely,
L. Crane
Chief Buyer

Answer the following questions:

1) How had the damage occurred? 2) Why cant the garments still be sold? 3) What does Mr Crane intend to do with the damaged consignment? 4) Why does Mr Crane suggest Mr Causio has to deal with the documentary details of the complaint? 5) What is enclosed with the letter? 6) Which words in the letter correspond to the following: during transportation, assess, clothes, make up for the loss?

SATEX S.P.A

Via di Pietra Papa, 0016 Roma
Telefono: Roma

Telefax: (06) 4815473

Telex: 285136

Mr. L. Grane, Chief Buyer
F. Lynch & Co. Ltd.
Nesson House
Newell Street
Birmingham B3 3EL
UNITED KINGDOM

Vs.rif.:Order 14478
Ns. rif.; D/1162

24 August 19-

Dear Mr Crane,

Thank you for informing us about the damage to our consignment (Inv. No. 18871).

From our previous transactions you will realize that this sort of problem is quite unusual. Nevertheless, we are sorry about the inconvenience it has caused you.

Please would you return the whole consignment to us, postage and packing forward, and we will ask the shipping company to come and inspect the damage so that they can arrange compensation. It is unlikely that our insurance company needs to be troubled with this case.

If you want us to send you another shipment as per your order No. 14478, please let us know. We have the garments in stock and it would be no trouble to send them within the next fortnight

Yours sincerely,

D. Causio

5.4.4 Reply to complaint of damage

Because Satex sells goods on a c.i.f. basis to their retailers, and in this case there was no special instruction to send the goods in a particular way, Satex will have to find out what happened and whether they can be compensated. Mr Causio could have asked Mr Crane to keep those items which were not damaged, and return the garments which could not be sold. However, he wants the shipping company to inspect the whole consignment in case they do not accept that the damage was caused by pilfering.

5.4.5 Complaint of bad workmanship

When bad workmanship is involved the customer can only complain as the faults arise. But they should still complain immediately. Superbuys, a supermarket, had asked Wembley Shopfitters to refit a shop they were going to open. The work was completed, but some months later faults began to appear.

SUPERBUYS LTD.

Supertbuy House, Wolverton Road, London SW-16 7CM

Telephone 081-327 1651

Tetex:303113

Fax:081 327 1935

Reg. No 94116 London

VAT No.516841030

Date: 7th July 19-

Mr P. Lane
Wembley Shopfitters Ltd.
Wycombe Road
Wembley
Middlesex HA9 6DA

Dear Mr Lane,

'Superbuys' Wembley High Street

I am writing to you with reference to the above premises which you refitted last February. In the past few weeks a number of faults have appeared in the electrical circuits and the flooring which have been particularly dangerous to our customers.

With regard to the electrical faults we have found that spotlights on the far wall have either failed to work, or flicker while they are on, and replacing the bulbs has not corrected the fault.

The Duraflooring which you laid has been showing signs of deterioration with some areas being worn through to the concrete creating a hazard to our customers.

Will you please come and inspect the damage and arrange for repairs within the next week? The matter is urgent as we can be sued if any of our customers are injured by falling over the cracks in the flooring. I would also take the opportunity to remind you that you have guaranteed all your fixtures and fittings for one year. I look forward to hearing from you soon.

Yours sincerely,

K. Bellon

Managing Director

WEMBLEY SHOPFITTERS LTD.

Wycombe Road, Wembley, Middlesex HA9 6DA

Telephone:: 081803 2323

Reg: London 481629

VAT: 314651928

Mr K. Bellon

10 July 19-

Superbuys Ltd.

Superbuy House

Wolverton Road

London SW16 7DN

Dear Mr Bellon,

The manager of your Wembley supermarket has probably told you. by now (but I came down to inspect the damage you wrote to me about in your letter of 7 July).

I looked at the faulty electrical wiring and this appears to have been caused by dripping water from the floor above. My foreman, who put the wiring in February, tells me that the wall was dry at the top when replaced the old wires. However, we will make the repairs and seal of that section.

Duraflooring is one of the most hardwearing materials of its kind on the market and I was surprised to hear that it had worn away within six months, so I made a close inspection. I noticed that the floor had been cut into and this seems to have been the result of dragging heavy sharp boxes across it, possibly the ones you use to store some perishable products in. The one-year guarantee we offer on our workmanship is against normal wear and tear, and the treatment the floor has been subjected to does not come under this category. I am quite willing to have the surface replaced, but I am afraid we will have to charge you for the materials and work involved. If I may, I would like to suggest that you instruct your staff to use trolleys when shifting these containers.

I am sorry about the inconvenience you have experienced and will tell my men to repair the damage as soon as I have your confirmation that they can begin work.

The floor repairs should not come to more than £390 and the work can be completed in less than a day. Perhaps we can arrange for it to be completed on a Sunday when the supermarket is closed.

Yours sincerely,

P. Lane

Director

5.4.6 Reply to complaint of bad workmanship

Answer the questions to the letter:

1) What does Mr Lane think caused the faulty wiring and what does he intend to do about it? 2) What does he think caused the problem with the flooring, and what does he say he will do about it? 3) When does he suggest the faults could be corrected and why does he choose that time? 4) Do you think his offer is fair? 5) How does Mr Lane suggest the damage can be avoided? 6) How long will repairs take? 7) What expression is used to explain normal use? 8) Which words in the letter correspond to the following: look at; installed, effect, close: durable, sorry; finished?

5.4.7 Complaint of non-delivery

The final example in this section is an illustration of a strong complaint to a supplier. In this case the customer, Forham Vehicles PLC, makes lorries for export. They placed an order with Baden, to supply them with 60 dynamos for an export shipment of lorries that were to be sent to Greece. Baden have neither delivered the order, nor answered Forham's previous letter urging them to make delivery.

E. F. BADEN AG

Zäpiher Sir. 10-20.D-4000 Düsseldorf 11

Tel: (0211) 38340609

Fax: (0211) 38.34 271 Telex: 03265

Mr M. Blackburn

29 June 19-

Forham Vehicles PLC

Lever Estate

Scarborough YO11 3BS

Dear Mr Blackburn,

Thank you for your letter of 20 June concerning your order (No. VC 58391) which should have been supplied to you on 3 June.

First let me apologize for your order not being delivered on the due date and for the problems you have experienced in getting in touch with us about it. But as you may have read in your newspapers we have experienced an industrial dispute which has involved both administrative staff and employees on the shop floor, and as a consequence has held up all production over the past few week.

I can tell you that the dispute has been settled and we are back to normal production. There is a backlog of orders to catch up on, but we are using associates of ours to help us fulfil all outstanding commitments; your order has been given priority, so we should be able to deliver the dynamos before the end of this weeks.

May I point out, with respect, that your contract with us did have a standard clause stating that delivery dates would be met unless unforeseen circumstances arose, and we think you will agree that a dispute is an exceptional circumstance. However, we quite understand your problem and will allow you to cancel your contract if it will help you to meet your own commitments with your Greek customers. But we will not accept any responsibility for any action they may take against you.

Once again let say how much I regret the inconvenience this delay has caused, and emphasize that it was due to factors we could not have known about when we accepted your delivery dates.

Please phone or fax letting me know if you wish us to complete your order or whether you would prefer to make other arrangements.

I look forward to hearing from you within the next day or so.
Yours sincerely,
R. Zeitman
Managing Director

5.4.8 Reply to complaint of non-delivery

Note now this letter is both apologetic but firm. Though Baden accept responsibility for the problems Forham face in delivering their consignment to their Greek customers, Herr Zeitman rejects the threat of legal action by drawing Mr Blackburn's attention to a clause in their contract stating that the company will not be responsible for 'unforeseen circumstances that arise'. However, Herr Zeitman is flexible enough to realize he must not antagonize his customer, so he allows Mr Blackburn the opportunity to cancel the order if he can make other arrangements.

Therefore, the two main points this letter makes are – first, do not commit yourself to contracts unless you are absolutely certain they can be fulfilled. Second, always try and be as flexible as possible with customers or associates even if you are in a strong position; it will improve your business reputation.

5.5 Accounting errors and adjustments

As we have seen, many letters of complaint arise out of accounting errors which can be put right by adjustments. Debit notes and credit notes are used for this purpose.

5.5.1 Debit notes

Debit notes are a second charge for a consignment and become necessary if a customer has been undercharged through a mistake in the calculations on the original invoice. An explanation is included on the debit note:

Undercharge on invoice C293. 10 Units @ ? £2.62 each = £26.20. NOT £16.23

Invoice No. P.32, one line omitted viz. 100 C90 cassettes at £1.40 each = £140

VAT should have been calculated at 17½%, NOT 15% Difference = £1.85

Debit notes are the result of carelessness and show that you should be careful when making up invoices as once a buyer has settled an account, it is annoying to be told that there is an additional payment. A letter of apology should always accompany a debit note.

We would like to apologize for the mistake on invoice No. C293 which was due to an oversight. Please could you send us the balance of £10.00? Thank you.

I am sorry to trouble you, particularly since you were so prompt in settling the account, but I would be grateful if you would let us have the additional amount of £140 as itemized on the enclosed debit note.

I regret that we miscalculated the VAT and must now ask you to forward the difference of £51.86.

5.5.2 Credit notes

Credit notes are sent because of accidental overcharges:

10 copies of 'International Commerce' @£3.50 = £35.00 NOT £40.00.

Invoice L283. Discount should have been 12%. not 8%. Credit = £5.50.

A credit note may also be issued when a deposit is being refunded (e.g. on the cartons or cases which the goods were packed in) or when goods are returned because they were not suitable or had been damaged.

Received 3 returned cases charged on Invoice No. 1436 @ £2.00 each = £6.00.

Refund for 4 copies of 'International Commerce' @ £3.50 each (returned damaged) = £14.00.

As with a debit note, a covering letter of explanation and apology should be sent with a credit note in the case of mistakes.

I have pleasure in enclosing a credit note for £5.00. This is due to a miscalculation on our invoice dated 12 August. Please accept our apologies for the mistake.

Please find enclosed our credit note No. C23 for £5.60 which is a refund for the overcharge on invoice No. L283. As you pointed out in your letter, the trade discount should have been 12%, not 10%, of the gross price. We apologize for the inconvenience.

DEBIT NOTE		No. 31
SEYMORE FURNITURE Ltd. Tib Sreet. Maidenhead. Berks. SL6 5D2 Telephone 0028 26755 Registered No. 18514381 London VAT No. 231 6188 31 C.R. Méndez S A Avenida del Ejército 83 31 May 19- E-4801S Bilbao		
19- 5 May	Invoice No. L 8992. <u>UNDERCHARGE.</u> The extension should have read: 6 Chairs @ £12.00 each = £72.00 NOT 6 Chairs @ £10.00 each = £60.00 We apologize for the error and ask if you would please pay the difference viz. £12.00.	£12.00.

CREDIT NOTE		
SEYMORE FURNITURE Ltd. Tib Sreet. Maidenhead. Berks. SL6 5D2 Telephone 0028 26755 Registered No. 18514381 London VAT No. 231 6188 31 C.R. Méndez S A Avenida del Ejército 83 20 May 19- E-4801S Bilbao		
19- 20 May	Invoice No. L8998. <u>OVERCHARGE.</u> The invoice should have read: 15% off gross price of £800.OC = £120.00 NOT 10% off gross price of £800.OC = £80.00 Refund = £40.00. Please accept our apologies.	£40.00.

5.6 Specimen forms and letters

5.6.1 Debit note

This note is necessary because the suppliers, Seymore Furniture Ltd. have made a mistake in their calculations and have undercharged their customers, C.R. Méndez.

5.6.2 Credit note

Seymore Furniture Ltd. have made a mistake on another invoice and must now send a credit note. Note that the form for a credit note is the same as that for a debit note, except for the heading. Credit notes, however, are often printed in red.

M. LANCELOT SARL

703 rue Métairire Saysset, F-34000 Montpelie
Mr K. Winford
Winfaid & Co. Ltd.
Preston New Road
Blackpool
Lancashire FY4 4UL

Tel: (31)8431031
Fax: (33) 129103
Telex: 59612505
5 August 19-

Dear Mr Winford,

I have received your July statement for £3,230.64 but noticed that a number of errors have been made.

- 1) Invoice Y 1146 for £256.00 has been debited twice.
- 2) No credit has been listed for the wallpaper (Cat. No. WR 114) which I returned in July. Your credit note No. CM 118 for £19.00 refers to this.
- 3) You have charged me for the delivery of paint brushes, invoice No. Y. 1162 for £82.00 but I never ordered or received them. Could you check your delivery book?

I have deducted a total of £337.00 from your statement and will send you a draft for £2,943.64. once I have your confirmation of this amount,

Yours sincerely,

M. Lancelot

Director

5.6.3 Complaint of accounting errors

M. Lancelot of M. Lancelot SARL (Builders' Suppliers) has received a statement in which several accounting errors have occurred.

K. WINFORD CO. LTD.

Preston New Road. Blackpool, Lancashire FY4 -UL
Telephone: 0253 61290/1/2

Reg. No. 3116.2531
VAT 831 4003 36
7 August 19-

The Director
M. Lancelot SARL
703 rue Métairie de Saysset
F-34000 Montpellier

Dear Mr Lancelot,

Thank you for your letter of 5 August in which you pointed out that three mistakes totalling £337.00 had been made on your statement.

I apologize for the errors which were due to a fault in our computer which has now been fixed. I have enclosed another statement for July which shows the correct balance of £2,343.64.

Yours sincerely,

K. Winford

5.6.4 Reply to complaint of accounting errors

5.7 Points to remember

- 1) Before writing a letter of complaint, make sure you have got your facts right.
- 2) Complaints are not accusations; they are requests to correct mistakes or faults, and should be written remembering that the supplier will want to put things right.
- 3) Therefore, write calmly, clearly presenting all the relevant information and making any suggestions that might help put the matter right.
- 4) Never make the complaint personal (your mistake, your fault, you are to blame). Use an impersonal tone (the mistake, it must have happened because, the error).
- 5) When answering a complaint, apologize for the mistake, thank the writer for pointing it out to you, explain how it occurred (but don't blame your staff) and how you intend to deal with it.
- 6) If you need more time to investigate the complaint, tell your customer so.
- 7) If the complaint is unjustified, politely explain why, but sympathize about the inconvenience it has caused.
- 8) Remember that, whether your customer's complaint is right or wrong, he/she is your customer and his/her comments about you to other people in your trade or profession can either improve or damage your reputation.

5.8 Exercise on prepositions

Insert the necessary prepositions.

Claims

Claims which may arise ... regard ... the quality ... the goods owing ... their nonconformity ... the standards and technical conditions provided for under clause 3 ... this contract as well as claims concerning the quantity ... the goods will be considered ... the Seller only if submitted within 45 days ... the date ... arrival ... the goods ... the place ... destination shown ... the Bill ... Lading and in any case not later than ... 90 days ... the date ... delivery ... the goods c.i.f., f.o.b., f.o.r. London.

Claims which arise through faulty material or workmanship as stipulated ... clause 8 will be considered ... the Seller only if submitted ... the guarantee period.

The claims should be corroborated ... the Buyer's reports drawn the assistance ... competent organization.

No claims put forward ... respect ... any consignment .. the goods can be used ... the Buyer as a reason for his refuse to accept the goods and to pay ... them. This applies to both the consignment ... respect ... which a claim has been raised and to all further consignment to be delivered ... the present contract.

The date ... the postmark ... the Buyer's letter containing the claim and addressed ... the Seller to be considered as the date ... the claim.

5.9 Tasks:

1. Please write about guarantees you would like to have when buying trucks. Reflect it in a separate clause. The guarantee period is supposed to be 12 months.
2. Please write a clause about claims, but remember:
 - a) when may the Buyer present a claim to the Seller concerning the quality if the goods?
 - b) Are the Sellers entitled to refuse considering a claim? If yes? Then in which cases?

5.10. Translate into English:

claim (n)	Мы не можем рассмотреть Вашу претензию, поскольку (since) уже истекло (expire) более двух месяцев с даты поставки. Ваша претензия по качеству товара, отгруженного на теплоходе «Нева» по контракту №22, не дает Вам право отказываться от партии, погруженной на теплоход «Ленинград» по тому же контракту.
pack (n)	Просим Вас упаковать оборудование в крепкие ящики, которые могут выдержать морскую и сухопутную перевозки. Просим сообщить нам количество ящиков, необходимых для упаковки всей партии.
marking (n)	На каждый ящик должна быть нанесена несмываемой краской следующая маркировка.
secure (n)	Упаковка должна обеспечивать полную сохранность товара при транспортировке. В случае, если упаковка не обеспечит сохранность товара, будет составлен акт.
shortage (n)	Покупатель имеет право предъявить претензии о недостатке товара.

UNIT 6

Read and translate the article and discuss:

Round and Round the Coca Bush.

As part of the Hong Kong handover, the Chinese government is screening a movie, "The Opium War". This explains how China's early attempts to ban dangerous drugs were thwarted by the rich, well armed, poppy-pushing British. A century later, the world's narco-traffickers are still better financed and equipped than the officials who try to foil them. The only change is that Brits no longer dominate the business.

A report this week by the UN international Drug-Control Programme provides the most comprehensive picture yet of how bad it all is. Drug dealers pull in about \$400 billion a year, making their trade more valuable than the world's cross-border business in cars. The combined efforts of police, customs officers and informers lead to the seizure of perhaps 30% of the world's heroin and cocaine output. But it would take the loss of about 75% of their shipments for the drug bosses to start feeling much pain.

Spending on trying to catch the dealers gets higher and higher: \$8 billion in 1996 in the United States alone, five times more than in 1981. Most is wasted. This is not simply because sophisticated sniffing machines are less sensitive than dogs' noses or because prison teaches young addicts new crimes to feed their habits. The real problem is that no affordable sum spent trying to stop smuggling has any effect on supply.

Border controls fail because drugs are easy to conceal and there is an unlimited supply of "mules" prepared to carry them. Crop substitution does not work because no other plants are as hardy, fast-growing and profitable as the coca bush or the opium poppy. And the production of synthetic drugs such as ecstasy and speed is unstoppable because they can be made cheaply from legally available ingredients. Despite the best efforts of the drugs police, the retail prices of all major drugs have fallen.

Money spent on treatment and education can be more effective. The report describes various detoxification programmes among prisoners that reduce reoffending rates, and information campaigns that make children more wary of seeking illicit highs. Yet the UN does not make the obvious recommendation: that resources be diverted from supply-stopping to demand-reducing.

Questions to the article: "Round and Round the coca bush":

1) What was the purpose of the chinese government's screening the movies "The opium war"? 2) What are the statistics of the war on drugs? 3) How much money is spent in the United States on attempts to catch the drug-related criminals? 4) What are the difficulties fighting the production and spreading of drugs? 5) What's the more effective way of spending money, recommended by the UN?

Standart & Poor's is the world's leading credit rating agency. The Sovereign Ratings Group, which assesses the credit standing of over seventy sovereign governments worldwide, seeks two - analysts - one at the Associate Director Level, one at the Research Assistant level - to work with the group in the agency's London office.

ASSOCIATE DIRECTOR

The Associate Director will assess the credit risk of sovereign governments and sovereign - supported financial institutions in the Middle East. In this high level position, responsibilities include meeting with senior officials in the public and private sectors, preparing analytical reports for internal committees/publications and contacting institutional investors. Extensive

travel will be required. Candidate must possess a minimum of two years experience in sovereign risk analysis and graduate training in economics and/or public policy. Strong analytical and communication skills, a commitment to working as part of a team, and attention to detail are essential. Fluency in Arabic is required and fluency in French is a plus.

RESEARCH ASSISTANT

The Research Assistant will assess the credit risk of sovereign governments, as well as sovereign - supported and multilateral lending institutions, in a range of OECD and emerging market countries. Key responsibilities include maintaining the sovereign database and preparing analytical reports for internal committees/publications. Other aspects of the position include meeting with senior officials of various issuers, contact with Individual investors, and some foreign travel. Candidates will have excellent academic credentials, including a recent BA degree in international economics and/or public policy. Strong analytical, statistical and communication skills, attention to detail, and a commitment to working as part of a team is essential to success in this position. Fluency in French and/ or another European language would be a plus.

We provide a competitive salary and benefits package. For immediate consideration, please send your resume, with salary history and a writing sample to: Sovereign Ratings Group, Standards & Poor's, Garden House, 18 Finsbury Circus, London EC2M7BP England. An Equal Opportunity Employer, M/F/D/V, Committed to a Diverse Workforce.

Standard & Poor's

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GAULUP

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- Established top level international contacts
- The ability to demonstrate and sell the role of information in business planning
- A track record of successful introduction and development of services to major corporations
- Experience in research projects of some scale from either a client or consultancy environment
- A track record of successful new business development. The post is London based with extensive international travel, so a fluent English speaker who is confident in other languages such as French, German and Spanish will also have an advantage. In the first instance, please reply with letter and CV to: GI Consulting Ltd., 25 Coborn Rd., London E3 2DA, UK.

Senior Banking Professionals

The mandate of IFC, a member of the World Bank Group, is to foster economic growth by promoting private sector investment in its developing member countries through loans, equity

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- Act as IFC's center for specialized know-how and experience in the areas of commercial banking, leasing, housing finance, and other credit institutions
- Support the investment and advisory operation of IFC's seven regional capital markets divisions by participating in specific operations, serving as in-house consultants, and reviewing proposed operations.
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- Promote international know-how transfer through production of publications and conferences on policies, best-market-practices, and lessons from IFC's global experience
- • Coordinate IFC's work in the sector with the World Bank, IMF, other bilateral and multilateral agencies, regulatory authorities, industry and professional associations, think-tanks, and academic institutions

Requirements:

Candidates must have at least 10 years relevant private sector experience with acknowledged expertise in banking, including asset/liability and risk management and regulatory issues. Demonstrated ability to handle strategic planning for financial institutions and/or banking sector policy issues is key. Excellent communication skills, especially written English, and a strong client orientation are critical. Experience in developing economies and in bank privatizations, and additional language skills would be a considerable advantage.

IFC offers challenging opportunities at its Headquarters in Washington, D.C. Salary and benefits are internationally competitive, and applications from women are encouraged. Interested candidates should send a detailed resume, by November 15, 1997, to: IFC Recruitment, BANK97, 2121 Pennsylvania Ave., NW, Room F-11-K-294, Washington, DC 20433. No phone calls or faxes.

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Candidates will ideally be educated to at least degree level, and have excellent analytical and communication skills. A proven track record and recent or current experience in these areas at a high level, in the private and/ or public sectors, are prerequisites. Native Arabic and fluent English are essential. Age is immaterial. Excellent remuneration packages will be available for the selected candidates.

Please send a full CV in confidence to our advising consultants, GKRS, 86 Jermyn Street, London SW1Y 6JD. Tel: 0171 468 3800. Fax: 0171468 3801. Please quote reference number 775J on both letter and envelope, and include details of current remuneration.

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- to engage the commitment from senior directors to the shopfloor in major corporations.
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- have a good first degree.
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- find working at board level and the shopfloor equally important and stimulating.
- place excellence, customer service and real empowerment at the heart of their work.
- be flexible enough to work globally in demanding and sometimes difficult environments.
 - English and other languages an advantage.

Please send full cv, stating salary, ref PS710AI, to our Response Handling Division. NBS,
Wellington House, Queensmere,

Slough SL1 1DB

Fax 01753 608001 Email NBSResponse@nb-selection.co.uk

Tel 01753 608350

Translate into Russian:

CONTRACTS

Many people think of a contract as a written agreement between people stating the exact details of promises they have made to each other. For example, when a farm agrees to supply fruit and vegetables to a supermarket, the two businesses will probably draw up a contract containing many clauses about what kind of goods are to be supplied, how often and in what quantities; who is to pay for transport and unpacking; what prices are to be paid; what happens if some of the vegetables arrive in a poor condition and just what is meant by poor condition, and what happens if delivery is made too late for the shop to sell the goods. The contractors will try to think of all the possible circumstances which may arise - even unlikely events such as the vegetables being stolen by a third party while they are being transported.

Different types

However, not all contracts are written. There are many kinds of unwritten agreements between people which the law of most countries describes as contracts. They may continue

buying and selling things for years by relying on trust and common sense, and if sometimes there is a disagreement - for example, a supplier fails to deliver goods by the time he said he would - they manage to deal with the problem simply by discussion. However, if the disagreement becomes so serious that they cannot resolve it, they may decide it is necessary to take legal action. One of the most common kinds of legal action is to claim that a contract has existed and that one of them is in breach of contract (has broken the agreement). To win such an action it is necessary to show that the agreement can indeed be described as a contract.

There are many everyday transactions which most people never think of as contracts. When you buy a newspaper you simply pick up the paper, pay the price and walk away. But suppose something unusual happens - perhaps, you discover that the newspaper is not today's but last week's; or there are some pages missing; or the newspaper seller charges you more money than the price written on the newspaper and tells you this is because his transport costs have increased. You may then start to think about what kind of transaction you made in buying the paper and what your rights are. In fact, the simple purchase of a newspaper can indeed be a contract: without writing anything down, maybe without even speaking, you agreed to buy a certain item from a certain person at a certain price

Words to remember:

to state – заявлять, декларировать
to supply – поставлять (товар)
to draw up – составлять (напр. план)
clause - пункт
poor - плохой
to rely (on) - полагаться на
to resolve - разрешать (урегулировать) проблему
to claim - утверждать, оспаривать
breach - разрыв, невыполнение (контракта)
transaction - сделка
to charge money - взимать деньги

Translate into English

упаковка - упакованный - распаковка
какой-то человек
доставлять - доставитель - доставка
возможный - невозможный - возможность
обнаруживать - обнаружитель - обнаружение
продавец - продавать - продажа - продано
покупатель - покупать - куплено
простой - простота - просто - упрощать
определенный - определенно - определенность

Translate into English

письменное несогласие
отличное состояние
вероятные обстоятельства
серьезное решение
хорошая сделка
отсутствующие страницы
определенная стоимость

Translate into English

Проблема с неписанными контрактами состоит в том, что может быть очень сложно засвидетельствовать заключенное соглашение.

Можете ли вы доказать, что купили газету именно там, где вы ее купили, а не где-либо еще? Можете ли вы доказать, сколько вы за нее заплатили? Если продавец скажет, что вы согласились купить старую газету, сможете ли вы опровергнуть сказанное?

Конечно, проблемы доказательства могут возникнуть, даже когда имеет место более детальное письменное соглашение. Суд может решить, что контракт не только состоит из написанного документа, который у вас есть, но включает в себя детали, которые были упомянуты, но не написаны.

Контракт может даже включать в себя детали, которые составители подразумевали, но никогда не обсуждали. Иногда соглашение оказывается контрактом, хотя стороны и не осознавали этого в момент его составления. А иногда люди заключают соглашения, которые, как они думают, являются контрактами, но, когда они пытаются оспорить дело в суде, суд постановляет, что никакого контракта **заключено** не было.

LANGUAGE ACTIVITIES

Various Forms of Business

a) Read, translate and discuss.

International business is a dynamic activity which changes, adapts and responds according to the conditions. Apart from conventional trade it takes various forms such as buy-back transactions, turnkey projects, transactions in patents, licences, know-how, services, various joint ventures, joint banks, mixed commissions and many other forms.

Here is a letter proposing a joint venture: Dear Mr Churov,

Re: Tractoroexport/Co-op Implements Joint Venture. During our recent visit to Russia, and specifically when we met with you regarding the possibility of forming a joint venture aimed at developing and manufacturing a new line of tractors for sale in the North American market, it was agreed that we would put forward our preliminary thoughts for your consideration.

Conceptually, we see Tractoroexport and Co-op Implements forming a Canadian joint venture company, with ownership of that company to be shared by both Tractoroexport and Co-op Implements. The joint venture company would purchase the required engines and power trains for the new tractors from Tractoroexport, and have Co-op Implements complete the manufacture and assembly of the new tractor here in Canada. The joint venture company would then distribute the completed tractors throughout North America through the distribution systems now utilized by both Tractoroexport and Co-op Implements. In our opinion, this form of venture would be extremely beneficial to both parties.

As you are aware, Co-op Implements is a leader in the development of new products and we are confident that with our engineering abilities and plant facilities, we can, in conjunction with your engineering personnel and the supply of the engines and power trains now produced by Tractoroexport, develop an excellent line of tractors which would be readily acceptable in the North American market.

This matter has been reviewed carefully by the Board of Directors of Co-op Implements and they have authorized the investigation of this concept after we have concluded the transaction with Avtopromimport relating to the CI 279 Field Cultivator.

The first step that must be taken is to have representatives of both Tractoroexport and Co-op Implements meet to develop a more detailed proposal together, and consider the steps which must be taken to realize the goals that may be set.

As our representatives will be returning to Russia in late January - early February, we would appreciate receiving an indication of your interest in advance of that time so that we may further prepare ourselves for future discussions.

Yours truly,
CO-OP IMPLEMENTS
V. E. Hamilton
Chief Executive Officer

b) Say

- 1) what forms of international business the text mentions;
- 2) what other forms you know.

c) Answer the following questions:

1. What business talks preceded the letter? 2. What did the parties agree on at the talks? 3. How did the American side visualize the joint venture functioning, according to the letter? 4. What did they say about the experience and background of both parties? 5. In what connection was Avtopromimport mentioned? 6. What next step did the American side propose?

d) Think and answer.

1. Were both parties equally interested in forming this joint venture? 2. In what case would this joint venture be mutually beneficial? 3. Are joint ventures promising, as a form of international business?

Read, translate and discuss.

Here is a proposal of a foreign company for co-operation on a buy-back basis:

Dear Sir,

We have several clients in Europe, Canada and the United States engaged in the business of fruits and vegetables. Some of the clients have been purchasing certain berries and fruits from Soyzexport.

So far their dealings have been in raw materials for the preserving industry. However, for obvious reasons our studies show that it will be more advantageous for both sides to do business in finished products in frozen form. For Russia to be able to deliver frozen fruits and vegetables it must build a freezing plant which will freeze fruits and vegetables to minus 40 degrees C and be able to store at minus 20 degrees C.

We have the possibilities of freezing a minimum of 4,000 tons of fruits and vegetables a year. We are prepared to buy as a minimum the above quantity annually.

Based on the above facts we propose to supply the necessary equipment, know-how, and finance to construct such a freezing plant to be paid by products we will buy over a period of five years.

If this proposal is of interest to you, we are prepared to immediately start discussing the details and conclude the appropriate contracts.

Kind regards, Sincerely yours,

e) Say what you have learned about:

1. the foreign company; 2. their proposal.

f) Think and answer.

1. Why was the foreign company interested in doing this business? 2. What kind of company could it be? 3. Is business in finished products always more advantageous than business in raw materials? 4. Are buy-back transactions very popular now?

3. a) Read, translate and discuss.

Some time later Mr Smith, a representative of the company comes to Moscow. He is received by Ivanov, an executive of the company.

Smith: I'm very happy to be here in Moscow for a few days.

Ivanov: I'm very glad to see you, Mr Smith. I received the telex about your arrival and we were expecting you one day this week.

Smith: You must have studied our letter of November 24 in which we proposed co-operation on a buy-back basis.

Ivanov: You are absolutely right. And I should say we like the idea of buying your freezing plant and repaying with frozen fruit. But there are a few problems to discuss, before we okay this deal.

Smith: Well, go on. What's your first problem?

Ivanov: The preliminary study showed that we'll need special handling equipment in our port for frozen fruit. You can undertake the delivery of equipment of this kind, can't you?

Smith: I'm afraid I can't give you an immediate reply. But we'll do our utmost to meet this new request. I'll handle this problem the minute I get back to London on Wednesday.

Ivanov: And then there is another problem we are faced with. As we understand from your letter you are prepared to finance the project. And what is the interest rate?

Smith: We have had a tentative talk with our bankers. In principle the Bank has agreed to provide credit to finance this project for a period of ten years at the rate of seven per cent. The percentage is standard for transactions of this kind. Ivanov: Good. We'll take that, into account.

Smith: And when will you be able to give us details of your technical specifications for the project?

Ivanov: In a week or so. We can save the other questions until our experts meet in a month's time and they can draw up a draft agreement then.

Smith: That's not too long to wait. There are several points which need to be weighed up before proceeding.

Ivanov: You are quite right.

Notes:

implement-прибор, инструмент

implements-инвентарь, принадлежности

berry - ягода

b) What you have learned about:

1. the atmosphere in which the talks began; 2. the Buyers' request to deliver special handling equipment; 3. the financial basis of the transaction under consideration; 4. the work to be done to finalize the agreement.

1) Reproduce the dialogue 2) Act out a similar dialogue. Suppose the foreign company, proposed different financial conditions

WORKING ON WORDS

4 a) Ask and answer as in the model.

to be aimed at smth./doing smth

- What is the purpose of these measures?
- They are aimed at increasing the output.

Prompts:

1. steps; 2. policy; 3. exhibition; 4. visit; 5. tour; 6. conference; 7. festival, etc.

5. a) Read the model.

to face smth

to be faced with smth.

We are faced with the problem of storing heavy units.

We don't have adequate storage facilities.

b) What would you say if you had some problems in connection with:

1. transshipment of goods; 2. supply of spare parts; 3. organization of a showroom; 4. erection of some bulky equipment; 5. extension of the stay of a supervisor; 6. transportation of oversized equipment.

6. Answer the following questions.

to set a goal

to realize a goal

- 1) What goals do businessmen usually set when they start a new business? Is it easy or difficult to realize these goals?
- 2) What goals do many people set beginning to learn a foreign language? Do many of them realize the goals set?
- 3) Do professional sportsmen usually set a certain goal when they take part in contests? What can help a person to realize the goal he has set?

7. Translate into English.

1. Он поставил перед собой несколько целей, но не достиг ни одной.
- 1) Мы обычно сталкиваемся с различными проблемами, когда начинаем вести переговоры о создании совместных предприятий.
- 2) Все эти усилия были направлены на увеличение доходов обеих сторон. 4. 4. 4. Фирма стоит перед лицом серьезных финансовых трудностей.
- 3) Они выдвинули ряд интересных предложений.
- 4) Зарботная плата рабочих этой фирмы была заморожена в течение нескольких лет
- 5) Мы уверены, что эти меры послужат улучшению условий труда и повышению заработной платы.
- 6) Мы внимательно рассмотрели этот вопрос и решили увеличить процент отчислений.
- 7) Какова процентная ставка банка?

8. a) Complete and translate.

advantage

n + ious

advantageous adj.

caution

cautious adj.

1. religion -
2. ambition -
3. prestige -
4. grace -
5. pomp -
6. variant -
7. monotony-

b) Complete the sentences.

1. He doesn't like to speak about his religion. But I know he is a highly ... man.
2. There are a few advantages of this kind of deal and I must admit the terms are quite....
3. I hate monotony, therefore I didn't like the ... speech of the scientist.
4. The presentation was organized with exquisite pomp and the newspapers didn't ignore the ... event.

9. a) Read, fill in the correct forms of verbs and translate.

Philips Sets Up Moscow Project

EINDHOVEN, Netherlands - Philips NV (to open) a company in Russia for servicing hospital equipment in cooperation with two partners, it (to announce) here., Friday.

It is the Dutch electronics giant's first venture into Eastern Europe, (to say) a group spokesman. The agreement (to sign) in Moscow with the Moscow Children's Hospital and a high technology research cooperative, Tomotek, Moscow.

The new company, Philips Medical System Services (to own) 55 per cent by Philips, 30 per cent by Tomotek and 15 per cent by the hospital.

b) Say what you know or what you have learned about the new company, Philips Medical Systems Services.

10. a) Choose and use.

per cent, percentage

We didn't think the ... is fair enough.

The chairwoman of the TUC education committee said a 20 ... reduction in education spending was forecast. The administration has acknowledged that the national output declined 2.4

A small ... of listeners tune in to Radio Moscow. The largest ... of heat generated is utilizable, but the rest escapes.

b) Translate into English

1. Это способствовало увеличению производительности труда на 10%.
2. Около 50% всего оборудования хранится на этом складе.
3. Они считали этот процент очень невысоким.
4. Почему вы настаиваете на изменении процента?

11. a) Supply the preposition where necessary.

POLAND NEAR AGREEMENT ON BULLDOZER VENTURE WITH US

Poland is in an advanced stage ... negotiation with Dresser Industries of the US for a joint venture to produce bulldozers and earthmoving equipment, Mr Andrej Wojcik, Foreign Trade Minister said.

The joint venture would be the largest agreed since legislation permitting such operations was passed ... the middle of last year. It could generate sales worth as much as \$ 200m, said Mr Wojcik during a visit ... London which ended yesterday.

Agreement on the deal would mark a breakthrough for the joint venture scheme, which is regarded as an important plank in Poland's efforts to boost sales ... manufactured products as its traditional exports, notably coal, decline.

So far, only a couple ... Western companies have signed joint ventures amid concern over conditions.

However, Mr Wojcik said, Poland was also adopting a cautious approach. "We want the first ones particularly to be successful."

In a separate effort to boost its trade, the Polish Government is discussing with its banks a new system ... foreign currency accounts in which exporters may hold part ... the proceeds of their hard currency foreign sales.

b) Say what the newspaper writes about the Polish American joint venture.

12. a) Read the letter.

Gentlemen,

Our client, Lewis International, has requested us to utilize the opportunity of being in Moscow on other business to bring to your attention its outstanding capabilities in constructing on a turnkey basis complete factories for the Food Industry and the Meat Dairy Industry. If you have any technical assignments for buying such facilities, Lewis International would be pleased to review your requirements and, if appropriate, present their offer and/or send their technical specialists to Moscow to discuss your requirements and their capabilities.

The Lewis companies, Inc., which is the subsidiary involved in construction, construction management, and turnkey, has been awarded contracts in many countries for the turnkey supply

of cold storage plants and vegetable processing operations. The contracts included site and building design, building construction, furnishing and installation of all equipment, plant start-up, personnel training, production guarantees, and a major maintenance programme.

Bragin:

Lewis has a great deal to offer to the Eastern European market, particularly in the food industry.

Perhaps we could take the opportunity of my next visit to Moscow in April to discuss the possibilities for organizing scientific and commercial cooperation between Soyuzimport and Lewis International. Sincerely yours,

b) Summarize the letter.

c) Write a reply to the letter. Confirm your interest in the proposal.

13. a) Read the dialogue.

Slayton: Mr Bragin I wonder if I could have your views on our proposal to build a hotel on turnkey basis for you in St.Petersburg. What are your ideas?

Mr Bragin Well, our experts have studied it thoroughly and think it meets most of their requirements. But I'm afraid I can't give you a definite answer yet.

Slayton: When will you be able to?

Mr Bragin I never like promising a date until I know I can honour it - however, I think you can have our answer in a fortnight.

Slayton: Good. We'll be expecting to hear from you in due course. And we do hope you'll entrust us with this project.

Mr Bragin Well, Mr Slayton, just one more point I'd like to bring up. We need to have the hotel commissioned in April, but not in June, as we wrote in our enquiry. Do you think you'll be able to meet this new date?

Slayton: You must certainly understand it would involve changes in the delivery schedule, construction programme, number of workers and engineers and so on. This is, of course, a big problem. But soluble, I think. So, to be specific, I'll contact you next Tuesday at the latest and let you have our decision then.

Bragin: Fine. No more problems so far.

Slayton: If anything urgent crops up, just ring me up. If by any chance. I'm not available, you should speak to Mr. Stewart. He's fully informed about the project, and will have full authority to act on my behalf.

Bragin: Thank you.

b) Reproduce the parts of the dialogue where the businessmen speak about:

1. the proposal of the foreign company;
2. the possible changes.

c) Think and answer.

1. What projects have been developed on a turnkey basis in Russia? 2. What problems may arise in the execution of turnkey contracts?

d) Say what you know about plants supplied by Russia to some developing countries on a turnkey basis.

14. Read, translate and discuss.

COCOA FUTURES TUMBLE AS TENSIONS EASE IN COTE D'IVOIRE

NEW YORK - Cocoa-futures-prices slumped Friday, with continued bearish sentiment caused by the apparent easing of political tension in Côte d'Ivoire triggering aggressive long liquidation and new short selling, traders said.

July futures closed \$76 lower at \$1,235 per metric ton on the New York Coffee, Sugar and Cocoa Exchange. The September contract also slipped \$76 closing at \$1,265.

Analysts said the settlement of a strike at Brazil's chief cocoa-exporting port of Recife and reports of much-needed rain in growing regions of West Africa also inspired bearishness.

Life-of-contract highs had been reached in late May following public unrest in Côte d'Ivoire caused by the proposed implementation of austerity measures. But an easing in those tensions, reports of tradehouse selling in the cash market and a slowdown in the accumulation of supplies had combined to pressure prices, traders said.

Commission-house analysts said solid selling was sparked when July and September contracts broke through \$1,280 and \$1,305 per ton, respectively.

The US declines followed steep falls in London, where July futures went the £40 (\$7.50) limit down shortly before the close at £810 offered, and the market was shut until the start of the closing call.

July then closed £46 per ton down at £805, while September lost £50 to £822 a four-week low.

Topical Vocabulary

to adapt

conventional adj

conventional trade

conventional weapons

turnkey adj

turnkey- (contracts, projects, transactions)

joint adj

joint efforts

joint-stock company

venture

joint venture

mixed adj

mixed companies

mixed commissions

mixed marriages

mixed feelings

to aim

to be aimed at smth.

to be aimed at doing smth.

e.g. These actions are aimed at establishing long-term cooperation. Their efforts are aimed at increasing the volume of sales.

to put forward

to put forward a proposal

to put forward an idea

to put forward a thought

ownership

to share

personnel

to review

syn.: to consider

investigation

goal [goul]

to set a goal

to realize a goal

to freeze (froze, frozen)

to freeze fruits vegetables

to freeze wages

to store

to store goods

e.g. The machines are stored in this warehouse.

to do one's utmost

e.g. We expect you to do your utmost to distribute our products successfully.

syn.: to do one's best

to face

to face smth. to be faced with smth.

to face/to be faced with problems

difficulties

danger

a choice

dismissal

tentative adj

tentative

talks

suggestions

proposals

syn.: preliminary

percentage

stable

small

big

certain

e.g. The percentage of our sales has remained stable.

to proceed

e.g. The story proceeds as follows.

a letter of intent

equity, equities

subsidiary

to award

to be awarded a contract
(1) *We will do our utmost to honour the delivery date.*

to honour

obligations

conditions

dates

bill

checks

invoices

(2) *We assure you the invoice in question will be honoured.*

to entrust

to entrust smth. to smb.

to entrust smb. with smth.

(3) *We entrusted this company with a priority contract.*

revival n

to launch a fund

subscription n

stock exchange

futures

to tumble

tension n

to slump

syn

to decline

to go down

bear n

ant

bearish

austerity

to spark

steep adj

rise

fall

Read and discuss the articles:

CHARLES KENDALL & PARTNERS LIMITED

International Consultancy and Procurement Services

We are currently expanding our data-base of panel consultants. If you have a proven track record gained through working on Bilateral or Multilateral Donor Funded Programmes worldwide and would like to be included on our data-base, please send your CV, along with any other relevant information to the address given below.

We are particularly interested in consultants with experience in the sectors detailed below but consultants from other sectors are also encouraged to register with us:

- International Procurement
- Transport and Logistics
- Privatisation and Restructuring
- Organisational Development and Training
- SME Development
- Educational Services
- Health
- Institutional Strengthening
- Agriculture
- Financial Services

In addition, we are very interested to hear from technical equipment experts with developing country experience, based in London and the South East who would be interested in joining our panel of experts to provide short term assistance to our Procurement Department in preparation of technical specifications and supply tender evaluations.

Charles Kendall & Partners, Consultancy Services Division,

7 Albert Court, Prince Consort Road, London SW7 2BT.

Tel: (44) 171 591 4935. Fax: (44) 171 581 5761.

Contact: Mr Tarry Bowen.

ECONOMIC AFFAIRS OFFICER POSITION

The United Nations Economic Commission for Europe/Economic Analysis Division ("UNECE") in Geneva is looking for an economist to work on the analysis of developments and problems in the transition economies of eastern Europe.

The successful candidate will be required to

- undertake highly complex applied economic and policy research on economic developments in the European transition countries and their integration into the world economy with a large measure of independence,
- organise and supervise the collection of statistical data for that purpose,
- prepare reports on that research for publication,
- organise and supervise the work of outside consultants,
- service ECE meetings,
- represent ECE at meetings organised by other international bodies.

Required qualifications:

Advanced university degree in economics, with training in general economic theory, statistics, development economics and international trade and payments.

Good familiarity with the theory and practice of economic development and planning in the former centrally planned economies, and the problems of transforming them into market economies.

5-10 years of professional experience in empirical research or related work at the national level in which a high degree of independence has been exercised, of which at least two years should have been concerned with topics transcending national boundaries. Experience in supervising research activities highly desirable. A record of publishing work, at least some of it in refereed journals, is expected.

Fluency (capacity to write final reports) in English and at least a reading knowledge of Russian or other east European languages is required.

Title and level of the post: Economic Affairs Officer, P-4 .

Indicative minimum net annual remuneration (including variable post adjustment): US\$ 76,686 (without dependants) and US\$ 82,400 (with dependants).

Candidates should send a detailed Curriculum Vitae to:

Chief Recruitment and Placement Section

United Nations Office in Geneva

Palais des Nations

CH-1211 Geneva 10, Switzerland

Fax:+41-22-917-01-64

Deadline for application: 11 July 1997

PLEASE INDICATE CLEARLY THE POST TITLE IN ANY CORRESPONDENCE

Norbrook Laboratories Limited is one of the world's leading Companies within the Pharmaceutical Industry with a reputation for achieving results within a competitive market place. As a result of continual expansion, we have a vacancy for:

TERRITORY MANAGER FOR THE AFRICAN CONTINENT

As Norbrook Laboratories Limited continues to develop in the world market, the Company requires a dynamic, resourceful individual to be responsible for all aspects of our business on the African Continent. This is an outstanding opportunity which will demand a high level of organisational skills and total commitment from the successful candidate. The challenge will include:

- Servicing the needs of our current customers in the key markets of East and South Africa.
- Sourcing new business within the many other developing economies on the Continent.

- To further enhance Norbrook's position as a major player in this high potential global sector.

We are looking for someone who can demonstrate a proven record of sales ability in a competitive environment, preferably pharmaceuticals. Experience of African culture will be a high priority. The post will be based in Nairobi, Kenya, and the candidates must therefore be comfortable with the locality since relocation is essential. The Company has a production facility in the area and close liaison with staff at this unit will be another feature of the position.

Norbrook will offer a competitive remuneration package including the opportunity to earn performance related pay.

If you think you could have a bright future on the dark continent please send your CV to:

Mr Bob Doherty
Regional Sales Director
The Green,
Great Corby, Carlisle
Cumbria, CA4 8LR

Closing date for receipt of CVs is 4 July 1997.

We are an Equal Opportunities Employer.

ENDOWED CHAIR IN INTERNATIONAL BUSINESS & ECONOMICS

Southwestern University seeks an outstanding teacher-scholar to fill the endowed Brown Chair of Economics and Business beginning in the Fall of 1998. The successful candidate must have a Ph.D. in Business, Finance or Economics and be qualified to teach courses in international finance and economics, as well as a principle-level course that integrates management, marketing and operations. The holders of SU's six Brown Chairs provide intellectual leadership both in their departments and in the University at large.

Southwestern University is a selective undergraduate institution of 1,200 students committed to a broad-based liberal arts education. SU's endowment of more than \$275 million ranks among the highest per student of undergraduate institutions in the U.S. The University is located in Georgetown, Texas, 28 miles north of Austin. For more information on the position and the University, see the departmental web page at <http://www.southwestern.edu>. Application deadline is December 5, 1997.

Southwestern University Office of Human Resources, P.O. Box 770, Georgetown, TX 78627-0770. Southwestern University is an equal opportunity employer.

SOUTHWESTERN UNIVERSITY

Lecturer/Assistant Lecturer in Economics

Candidates may offer expertise in any area of economics.

The successful candidates will be expected to provide some general economics teaching at the undergraduate level but will also have an opportunity to lecture on their particular fields of interest in the Faculty's graduate and undergraduate programmes.

The appointments will be made at either University Lecturer or University Assistant Lecturer level, depending on the age of the people appointed, and will be for three years, with the possibility, for a University Lecturer, of reappointment to the retiring age or, for a University Assistant Lecturer, of reappointment for two years. The statutory limit of tenure of a University Assistant Lectureship is five years but all holders of the office of University Assistant Lecturer are considered for appointment to the office of University Lecturer during the course of their tenure.

The pensionable scales of stipends are: University Lecturer £19,371 a year, rising by eleven annual increments to £29,875. There is no grade of Senior Lecturer. University Assistant Lecturer £16,045 a year, rising by six annual increments to £21,016.

Further information may be obtained from the Secretary of the Appointments Committee for the Faculty of Economics and Politics, University of Cambridge, Austin Robinson Building, Sidgwick Avenue, Cambridge CB3 9DD to whom a curriculum vitae list of publications, an outline of research plans and the names and addresses of three referees (including e-mail addresses) should be sent to arrive no later than 12 January 1996. E-mail address: aliye.seif@econ.cam.ac.uk Candidates should ask their referees to send their reports direct to the Secretary of the Appointments Committee to reach her by the same date. The University follows an equal opportunities policy and has a policy on arrangements for part-time work.

Translate into English

advantage (n)	1. У этой фирмы всегда есть преимущество над конкурентами. 2. Университетское образование дало ему преимущество над теми, кто никогда не учился в университете. 3. Картина лучше смотрится с некоторого расстояния.
assumption (n)	1. Их предположение, что война быстро закончится, оказалось неправильным. 2. Его вступление в должность президента фирмы вызвало множество слухов. 3. В этом вопросе мы исходим из предположения, что при системе ограниченной ответственности вред может быть возмещен пострадавшей стороне при помощи страхования.
consumer (n, attr)	Потребительский кредит – это кредит, предоставляемый гражданам для покупки предметов личного потребления. Потребительский кредит выступает в денежной и товарной форме. По виду погашения потребительский кредит может быть кредитом с разовым погашением и с рассрочкой платежа.
to adopt	1. Европейская одежда была заимствована людьми во многих частях света. 2. Конгресс принял новые положения по регулированию внешнеэкономических отношений с иностранными государствами. 3. Видно, что вы уже заняли определенную позицию в этом вопросе.
competitive (a)	1. В условиях конкурентоспособности рынка малым формам бизнеса трудно удержаться на плаву. 2. А мы вам предлагаем конкурентоспособные цены.

UNIT 7

TODAY'S WORLD: THE MAIN CONTRADICTIONS AND TRENDS OF DEVELOPMENT.

Learn new vocabulary:

on the threshold of the third millennium
to have unlimited possibilities for smth.
contradictions (n)
differences (n)
to have differences
to settle the differences
to put smth. into shape.
to be overburdened by dangers
to solve urgent universal problems
to cooperate on a global scale

peaceful competition
to awaken the instinct and forces of self-preservation
countries with different social systems
to ensure security
to live in peace with smb.
on a basis of equality and mutual benefit
to draw a conclusion
a social system

Translate into Russian:

Text 1 HOW INTERNATIONAL RELATIONS SHOULD BE BUILT?

The XX-th century, along with the second millennium, is coming to its end. The XXI-st century along with the third millennium is entering into its rights. Mankind is approaching a new and very important chronological boundary. On the threshold of the third millennium it is full of hopes. Never before the world had such unlimited possibilities for further developing civilization. But it is also a world that is overburdened by dangers and contradictions. This makes our time probably the most troubling period of history. How should countries and nations with different views, ideologies, and policies shape their relations in such a world? Will they make the simple laws of morality and justice, which ought to govern relations among private individuals, into the supreme laws also in relations among nations Russia is prepared to do this.

The differences between social systems, countries and nations are both numerous and fundamental. But the need to solve urgent universal problems should compel them to cooperate, to awaken the instinct and forces of mankind's self-preservation. What is required is constructive cooperation of states on a global scale so that, terrestrial civilization may survive. But the world cannot be saved if the way of thinking and actions built up over the centuries on the acceptability and permissibility of wars and armed conflicts are not shed once and for all, resolutely and irrevocably.

Therefore Russia tries to base its relations with other countries on the following principles: First. The character of present-day weapons leaves no country any hope of safeguarding itself exclusively by military-technological means. The task of ensuring security is seen increasingly as a political problem. Second. Security can only be universal and mutual. Third. There is an objective need for all states of the world to live in peace with each other and to cooperate on a basis of equality and mutual benefit. They must learn to live in a civilized manner, without ignoring their existing differences, in other words, under conditions of civil international relations and cooperation. Confrontation between them must occur only and exclusively in forms of peaceful competition and peaceful rivalry.

A. Use new vocabulary:

- 1) On the threshold of the third millennium (человечество) is full of hopes,
- 2) Never before the world had such (неограниченные возможности) for further developing civilisation,

- 3) The differences between (социальные системы, страны и государства) numerous and fundamental,
- 4) The need to solve (глобальные проблемы, сотрудничать) should compel different countries
- 5) What is required is (консультативное сотрудничество государств) on a global scale.
- 6) Terrestrial civilisation will not survive if (способ мышления людей) doesn't change,
- 7) The task of (обеспечение безопасности) is seen increasingly as a political problem.
- 8) Security can only be (всеобщий и взаимный)
- 9) There is an objective need for all states of the world to cooperate on (основа равенства и взаимной выгоды)
- 10) Confrontation between states must occur only and exclusively in forms of (мирное соревнование и мирное соперничество)

B. Working on the information:

Give a title to each paragraph of the English text: 1)... 2)... 3)...

Answer the questions:

1. What chronological boundary are we all approaching? What hopes do you tie with this event? 2. What kind of problems does mankind face on the threshold of the third millennium? 3. Scientists ensure us that global matters (problems) can be solved now. What do you think of it? 4. Is our world overburdened by dangers and contradictions? If so, which are they? 5. Are there in our days possibilities for further developing civilisation? 6. Do you think that our time is the most troubling period of history? 7. On which principles should countries and nations with different ideologies base their relations? 8. Is there an objective need for all states of the world to live in peace and decide their differences by peaceful means? 9. Do you think that peaceful coexistence is possible between different civilisations? 10. How is the task of ensuring security seen now?

Translate into English:

1. Конфронтация между государствами допустима только и исключительно в формах мирного соревнования и соперничества,
2. На пороге третьего тысячелетия человечество полно надежд.
3. Существует объективная необходимость для всех государств мира сотрудничать на основе равенства и взаимной выгоды.
4. Никогда ранее мир не имел таких неограниченных возможностей для дальнейшего развития цивилизации.
5. Безопасность может быть только всеобщей и взаимной.
6. Различия между общественными системами, странами и народами являются многочисленными и фундаментальными.
7. Задача обеспечения безопасности все больше видится как политическая проблема.
8. Необходимость решения глобальных проблем должна побудить различные страны к сотрудничеству людей.
9. Земная цивилизация не выживет, если не изменится способ мышления людей.
10. Что необходимо, так это конструктивное сотрудничество государств на глобальном уровне.

Learn new vocabulary:

from the viewpoint of smb.

to be linked with smb., smth.

on the way of peaceful coexistence

the policy of total confrontation

an alternative to smth.

to be implemented in smth.

to encompass the entire complex of
disarmament measures
to be in complete accord with smth.
a military doctrine
to lay a claim to smb. smth.
a developed country
a developing country
a direct interference in the internal affairs

to a great extent
human environment
the depletion of natural resources
to live together
to perish together
to salvage relationships of economic
dependence
there is no third choice

Translate into Russian:

Text 2 THE CONTRADICTIONS OF OUR WORLD

Our common world is full of contradictions that affect every country and nation as well as mankind's development on the whole. What are they? The most important group of contradictions from the viewpoint of mankind's destiny is linked with relations between the states of different social systems, different social formations. How can they be solved? Most people are convinced that they may and must be solved only on the way of peaceful coexistence and cooperation. The policy of total confrontation has no future. The path of war will not lead to sensible solutions. In present day conditions there is no sane alternative to peaceful coexistence among states. Either live together or perish together - there is no third choice.

The Russian philosophy of securing peace in the nuclear-space age is being guided by this idea and implemented in concrete actions that encompass the entire complex of disarmament measures. These actions are in complete accord with the principles of the Russian military doctrine which are explicitly defined by the formula: Russia lays no claim to more security, but it will not settle for less.

Another group of international and domestic contradictions includes antagonisms between labour and capital. Unemployment has reached a new high. Social stratification has grown immensely, the number of poor people has increased in all countries without exclusion what makes social peace more and more fragile and promotes to intensifying the class struggle.

A complex set of contradictions has arisen between the developed and the developing countries. By political manoeuvring, military threats and too often by direct interference in the internal affairs of newly free countries, the former colonial powers have managed, to a great extent, to salvage earlier relationships of economic dependence. As a result, the developing countries have become a region of all-out poverty, illiteracy, chronic hunger, and epidemics. Their distressing position is a major worldwide problem. This is the true cause of many conflicts in Asia, Africa, and Latin America. Finally, there are contradictions on a global scale that affect the very foundations of the existence of civilization. The destruction of the human environment and the depletion of natural resources are processes that cannot be stopped by the efforts of one state or a group of states. This calls for constructive cooperation by a majority of countries on an equal basis. In their totality, the global contradictions urgently require the creative interaction between states and peoples on the scale of the entire world.

A. Use new vocabulary:

- 1) The most important group of contradictions in the modern world is linked with (отношения между государствами с различными общественными системами)
- 2) All the problems may and must be solved on the way of (мирное сосуществование и сотрудничество)
- 3) The policy of (тотальная конфронтация) has no future,
- 4) In present day conditions there is no (разумная альтернатива) to peaceful coexistence among states.

- 5) The path of war will not lead to (существенным решением)
- 6) The Russian philosophy of securing peace encompasses the entire (комплекс мер по разоружению)
- 7) Another group of contradictions includes (противоречие между трудом и капиталом).
- 8) Social (расслоение) has grown immensely of late.
- 9) The developing countries have become a region of all-out (бедность, неграмотность и хронический голод)
- 10) The global contradictions affect (сами основы существования цивилизации)

B. Working on the information:

Give a title to each paragraph of the English text: 1)... 2)... 3)...

Answer the questions:

1. What kind of contradictions is our common world full of?
2. Which group of contradictions is the most important from the viewpoint of mankind's destiny?
3. How can the contradictions between the states of different social systems be solved?
4. Is there any sane alternative to peaceful coexistence in present day conditions?
5. Will the path of war lead to sensible solutions?
6. What idea is the Russian philosophy of peace being guided in the nuclear age?
7. Which formula defines the most explicitly the Russian military doctrine?
8. Do you really think that unemployment has reached a new high of late and social stratification has grown?
9. What is the true cause of many conflicts in Asia, Africa and Latin America?
10. How, in your opinion, can be stopped such processes as the destruction of the human environment and the depletion of natural resources?
11. What do you think of the European countries' policy towards Russia nowadays?

Translate into English:

1. Глобальные противоречия затрагивают сами основы существования цивилизации.
- 1) Наиболее важная группа противоречий в сегодняшнем мире связана с отношениями между государствами с различными общественными системами.
- 2) Развивающиеся страны превратились в зону всеобщей бедности, неграмотности и хронического голода.
- 3) Все проблемы могут и должны решаться на пути мирного сосуществования и сотрудничества.
- 4) В последнее время социальное расслоение значительно усилилось.
- 5) Политика тотальной конфронтации не имеет будущего.
- 6) Другая группа противоречий включает в себя антагонизм между трудом и капиталом.
- 7) В сегодняшних условиях нет разумной альтернативы мирному сосуществованию между государствами.
- 8) Русская философия сохранения мира включает в себя целый комплекс мер по разоружению.
- 9) Тропа войны не приведет к существенным решениям.

Learn new vocabulary:

to threaten smb.

to lay territorial claims against a country
in the international arena

domestic (internal) policy

foreign (external) policy

a nuclear threat

arms race

to preserve peace

to strengthen peace

at the expense of smb.

to lay claim to exclusiveness

to abandon military doctrines

to spur the arms race
a military-industrial complex
to attach significance to smth.
to pay attention to smb. smth.
to move to a more stable peace

through a radical reduction of nuclear and
conventional weapons
at crossroads of history
to humanize and democratize world relations
to find a common language

Translate into Russian:

Text 3 THE MAIN DIRECTIONS OF RUSSIAN FOREIGN POLICY

Russia has never threatened anyone, nor does it threaten anyone now. We lay no territorial claims against any country in the world, nor do we intend to deprive anyone of his natural or any other wealth. The fundamental direction of Russia's foreign activity is the struggle against the nuclear threat, against the arms race, for the preservation and strengthening of universal peace. Its ultimate goal is to provide the Russian people with the possibility of working and living in conditions of lasting peace and freedom.

The world historic experience convincingly says that the genuinely reliable security of one nation cannot be ensured at the expense of the other nation. Security can be reliable only if it is equal, if no state lays claim to exclusiveness. This is clearly understood in today's Russia which attaches considerable significance to its relations with the nuclear powers, primarily with the United States, and seeks to promote cooperation with them on a basis of equality and mutual benefit.

Russia also pays especial attention to maintaining its traditionally good relations with neighbouring countries, that entered the Soviet Union not long ago and are forming now a new community-the Community of Independent States. The strengthening of close and friendly relations with socialist China and democratic India is in the centre of Russia's policy too. Russia is in favour of constructive quests for ways of defusing conflict situations in the Middle and Near East, Central America, Asia and the other regions. Crises and conflicts are fertile soil for international terrorism. In its very principles, Russia rejects terrorism and is prepared to cooperate with all the countries in order to uproot it.

One of the main directions of the Russian international activity is the European one. The future of Europe lies, in our view, in peaceful co-operation among the states of that continent. While preserving the experience that has already been accumulated, it is important to move further, to a more stable and dependable security through a radical reduction of nuclear and conventional weapons and close co-operation in deciding all other global problems. This is what we should think about, this is where the power of human intellect and hands should be directed. This should be done without delay, for time is pressing as never before.

A. Use new vocabulary:

1. The fundamental direction of Russia's foreign policy is (борьба против ядерной угрозы)
2. We lay no (территориальные притязания) against any country.
3. All people of the world want to work and live in conditions of (прочный мир и свобода)
4. In the present day conditions the genuinely reliable security of one nation cannot be ensured (за счет) of the other nation,
5. There some countries today that lay claim to (исключительность)
6. Russia attaches (важное значение: в первую очередь) nuclear powers, to its relations with the United States.
7. (укрепление тесных и дружественных отношений) with China and India is in the centre of Russia's policy too.
8. (кризисы и конфликты) are fertile soil for international terrorism.

9. We are ready to (сотрудничать; искоренить) with all the countries in order to international terrorism,
10. The future of Europe lies, in our view, in (мирное сотрудничество) among the states of that continent,

B. Working on the information:

Give a title to each paragraph of the English text:

Answer the questions:

1. Which is the fundamental direction of Russia's foreign policy? 2. Does Russia lay any territorial claims to other countries? What do you think of it? 3. What is the ultimate goal of Russian foreign policy? 4. Are there any countries today that lay claim to exclusiveness? What are they in your opinion? 5. Russia attaches considerable significance to its relations with the nuclear powers, how do you think, why? 6. Which other countries are in the centre of Russia's foreign policy? 7. Who is the main trade partner of Russia today? 8. What is the main cause of international terrorism? Does it threaten Russian people's lives? 9. What do you think of today's foreign policy of the United States? Do you believe in sincerity of their intentions towards Russia? 10. Do you believe in Russia's integration with European countries?

Translate into English:

1. Будущее Европы основывается на мирном сотрудничестве государств этого континента
2. Фундаментальным направлением внешней политики России является борьба против ядерной угрозы
3. Мы готовы сотрудничать со всеми странами, чтобы искоренить международный терроризм.
4. Россия не выдвигает территориальных претензий ни к одной стране.
5. Кризисы и конфликты - питательная почва для международного терроризма.
6. Все люди земного шара хотят жить в условиях прочного мира и гвободы.
7. Укрепление тесных и дружественных связей с Китаем и Индией также находится в центре внешней политики России.
8. В современных условиях надежная безопасность одного государства не может быть обеспечена за счет другого государства.
9. Россия придает важное значение своим отношениям с ядерными державами, в первую очередь с Соединенными Штатами.
10. Сегодня есть страны, которые претендуют на исключительность.

Learn new vocabulary:

to enter a new stage of development
 to map plans
 to manage economy
 a mechanism of managing economy
 to develop new forms of property
 a direct access to the world market
 to accede to smth.
 a joint venture
 international division of labour
 economic interdependence
 to aggravate problems

to hamper economic co-operation
 a debt problem
 a correlation of currencies
 upheaval (n)
 to breed uncertainty
 to trigger a chain reaction
 on the basis of a new thinking
 a concept of economic security
 to establish on all-round
 international cooperation
 to be free from confrontation

Translate into Russian:

Text 4 RUSSIA AND THE WORLD ECONOMIC ORDER

Russia has entered a new stage of economic development. It has mapped unprecedented plans for restructuring the economy and the mechanism of managing it. Important for this stage is the development of new forms of foreign economic activity, such as direct access for enterprises and organisations to the world market, joint ventures, broader direct links, industrial and technological co-operation, and the like. That is why Russia wants international economic relations to be normalized and economic development made stable and predictable. The situation in the world economy remains complicated and contradictory. On the one hand the international division of labour continues to develop, enhancing economic interdependence of states. On the other hand, the aggravation of many economic, trade and political problems hampers the development of international economic co-operation.

Practice shows that spontaneous development of international economic relations compounds and increases problems and contradictions. Falling oil prices, the deteriorating debt problem, rapid changes in the correlation of leading currencies, and sharp fluctuations at the world stock exchanges prove the world economy and national economies defenceless before upheavals. This harms economic interests of states, breeding uncertainty in tomorrow. Would the world trade be overburdened with protectionism? Would an economic crisis in a major power trigger a chain reaction with unpredictable consequences?

That is why Russia suggests establishing a broad dialogue on economic issues of all interested parties and finding solutions to problems on the basis of concord, which would guarantee that these solutions are objective and fair. At this stage of world development, economic co-operation, like political or military-strategic co-operation, should be reformed on the basis of a new thinking, which is the ability to realistically assess this dynamic world. The Russian concept of economic security, an inalienable part of the comprehensive system of international security, is designed to establish on all-round international co-operation free from confrontation. Until we restore order in this sphere of international relations on principles acceptable to all, humanity would continue to be threatened by catastrophic crises and upheavals, which would inevitably affect all nations, however strong economically.

A. Use new vocabulary:

1. Russia has entered development, (новый этап) of economic development.
2. Ten years ago our state mapped unprecedented plans for. (реструктуризация экономики)
3. We all want our international economic relations to be (стабильные и предсказуемые)
4. The situation in the world economy remains (сложная и противоречивая)
5. (с одной стороны) the international division of labour continues to develop, (с другой стороны) the aggravation of many economic and political problems hampers (развитие международного экономического сотрудничества)
6. Falling oil prices and rapid changes in the (соотношение ведущих валют) harm economic interests of states, breeding (неуверенность в завтрашнем дне)
7. Would an economic crisis in a major power trigger (цепная реакция) with unpredictable consequences?
8. Russia suggests establishing (широкий диалог по экономическим вопросам) of all interested parties.
9. The Russian concept of economic security is designed to establish (всестороннее международное сотрудничество) free from confrontation,
10. Until we restore order in the economic sphere of international relations on (принципы, приемлемые для всех) humanity would continue to be threatened by catastrophic crises.

B. Working on the information:

Give a title to each paragraph at the English text:

Answer the questions:

1. What kind of economic plans did Russia map ten years ago? At what are they directed? 2. Is the development of new forms of foreign activity important now? Why? 3. Which new forms of foreign economic activity do you know? 4. Does Russia want international economic relations to be normalized and made stable and predictable? 5. Why does the situation in the world economy remain complicated and contradictory? 6. Which problems in the world economy are, in your opinion, the sharpest and the most difficult to be solved? 7. On what basis does Russia suggest to solve sharp economic problems of the world? 8. What is the Russian concept of economic security designed to? 9. What can you say about today's correlation of Russian and foreign leading currencies? Is it fair? 10. On what principles should the world economic order be restored?

Translate into English:

- 1) Мировой экономический порядок должен быть основан на общеприемлемых принципах.
- 2) Россия вступила в новый этап экономического развития.
- 3) 10 лет тому назад наше государство наметило беспрецедентные планы по реструктуризации экономики.
- 4) Российская концепция экономической безопасности предусматривает установление всестороннего международного сотрудничества, свободного от конфронтации.
- 5) Мы все хотим, чтобы наши международные экономические отношения были стабильными и предсказуемыми.
- 6) Россия предлагает начать широкий диалог всех заинтересованных . сторон по экономическим вопросам.
- 7) Положение в мировой экономике остается сложным и противоречивым.
- 8) Экономический кризис в одной из великих держав может вызвать цепную реакцию с непредсказуемыми последствиями.
- 9) С одной стороны, международное разделение труда продолжает развиваться, с другой стороны - обострение многих экономических и политических проблем затрудняет развитие международного экономического сотрудничества.
- 10) Падение цен на нефть и быстрые изменения в соотношении курсов ведущих валют порождают неуверенность в завтрашнем дне, наносят ущерб экономическим интересам государств.

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