

**УО «БЕЛОРУССКИЙ ГОСУДАРСТВЕННЫЙ ЭКОНОМИЧЕСКИЙ
УНИВЕРСИТЕТ»**

Е.В. Климук

TRANSLATION PRACTICE FOR COMMERCE

ПРАКТИКА ПЕРЕВОДА ДЛЯ КОММЕРЦИИ

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CONTENTS

UNIT I		4
UNIT II		13
UNIT III		29
UNIT IV	INSURANCE IN TRADE	39
UNIT V		. 48
UNIT VI		. 58
UNIT VII		.. 68
UNIT VIII	CUSTOMER	77
ATTECHMENT	GRAMMATICAL DIFFICULTIES OF TRANSLATION	87
GLOSSARY		.. 116
REFERENCES		134

UNIT I
BUYER'S ENQUIRY
PART I

VOCABULARY

to be subject to a discount	
to be subject to the goods being unsold = to be subject to prior sale	
to be subject to license / market fluctuation	
the figures are subject to error	
prices are subject to change	
references (trade/bank)	
(wide) range/ assortment/ representative selection	
(present) stocks	
to state prices and conditions	
to quote prices/conditions	
detailed quotation	
full range of priced patterns	
the fabrics are of fine quality and attractive designs	
to supply from stock	
to have in stock	
to allow/give/grant a discount	
discount on/off the price	
to be available	
to advise/inform/notify of smth	-
to supersede	-
to meet/satisfy the demand	
sales are not particularly high	
to obtain good prices / license	
to be ready for shipment	
value	
valued at (\$200)	
charges for sending the consignment CIF Riga	
freight charges	
handling charges	
consular invoice	-
bill of lading	
quotation	
prospective/potential buyer	
validity	

Ex.1 Translate the letters into Russian

Letter 1

Dear Mr. Merton

You were recommended to us by our trade association and I am writing on behalf of our principals in Canada, who are interested in importing chinaware from England.

Could you send us your latest catalogue and price list, quoting your most competitive prices?

Our principals are a large chain store in North America and will probably place substantial orders if the quality and prices of your products are suitable.

Many thanks

Letter 2

Dear Ms. Lowe

We were pleased to receive your enquiry today, and are enclosing the catalogue and price list you asked for.

You will see that we can offer a wide selection of dinner and tea services ranging from the rugged 'Greystone' earthenware breakfast sets to the delicate 'Ming'bone china dinner service.

You can choose from more than fifty designs, which include the elegance of 'Wedgwood', the delicate pattern of 'Willow', and the richness of 'Brownstone' glaze.

We would very much like to add your clients to our worldwide list of customers, and could promise them an excellent product with a first-class service.

We would be glad to accept orders for any number of pieces, and can mix sets if required.

You will see that our prices are quoted CIF to Eastern Canadian seaboard ports and we are offering a special 10% discount off all net prices, with delivery within three weeks from receipt of order.

If there is any further information you need, please contact us, or go to our website at the address above.

Once again thank you for your enquiry.

Yours sincerely

J. Merton

J. Merton (Mr.)

Sales Manager

Enc.

Letter 3

Dear Sir/ Madam

We are a chain of retailers based in Birmingham and are looking for a manufacturer who can supply us with a wide range of sweaters for the men's leisurewear market.

We were impressed by the new designs displayed on your stand at the Hamburg Menswear Exhibition last month.

As we usually place large orders, we would expect a quantity discount in addition to a 20% trade discount off net list prices. Our terms of payment are normally 30-day bill of Exchange **D/A**.

If these conditions interest you, and you can meet orders of over 500 garments at one time, please send us your current catalogue and price list.

We hope to hear from you soon.

Letter 4

Dear Sirs

We have been given your name by our associates J.J. Mueller of Basle, who inform us that they have been doing business with you for some fifteen years. We asked them if they knew of a manufacturer "Who might be able to supply at very short notice the articles specified on the enclosed list, and they advised us to contact you.

We can explain in confidence that our normal supplier has rather let us down at delivery dates this year, and we are in danger of getting into arrears with some of our overseas contracts.

If you can supply the goods we require, please accept this as our order. Payment will be made in accordance with your usual terms of business.

We hope you will be able to help us in this instance, and can add that if your products and terms are as competitive as we have been led to believe, we will be interested in a long-term contract with you.

We would appreciate a reply by telex.

Yours faithfully

A. Zimmerli AG

Bruno Schmidt

Export Manager

Letter 5

Dear Sirs

We have heard from the British Embassy in Paris that you are producing for export hand-made shoes and gloves in natural materials.

There is a steady demand in France for high-quality goods of this type. Sales are not high, but a good price can be obtained for fashionable designs.

Will you please send us your catalogue and full details of your export prices and terms of payment, together with samples of leathers used in your articles and, if possible, specimens of some of the articles themselves.

We are looking forward to hearing from you.

Yours faithfully

FOURNIER ET CIE SA

J. du Pont

Managing Director

Ex.2 Translate the following sentences into English

1. **понравился ассортимент**
electrical household appliances).
2. **значительный заказ,**
текущий каталог.
3. **рекламным объявлением**
скидок для розничных и оптовых торговцев.
4. **уступки,**

5. **скидки** **дополнительные**
6. **подлежат изменению,**
7. **стимулировать спрос
на консигнацию.**
8. **указанием цен,** **полный ассортимент образцов с**
9. **обслуживание** **послепродажное**
10. **пока имеющийся в наличии товар не будет распродан.**
11. **гарантировать поставку**
12. **фактах.** **проверить наши утверждения на**
13. **при условии, что Вы дадите 15% скидку.**
14. **транспортной обработкой груза.** **заниматься**
15. **импортную лицензию и валютное разрешение.** **таможенную очистку, получить**
16. **быстрый ответ,**
17. **разнообразный ассортимент
подробными техническими сведениями**
18. **надежное и безопасное**
19. **характеристики предыдущих моделей.** **включают в себя все лучшие**
20. **зависит от количества** **текущие цены, размер которой**

PART II

Section 1

Render the content of the letters into English

Letter 1

Importer's enquiry

7 20__ .

Letter 2

Letter 3

-

batteries

Letter 4

Letter 5

chain of retailers

Letter 6

The West Country World'.

Letter 7

F-2

* fuel consumption

Letter 8

31 20__ .

!

,

Section 2

Act as an interpreter

Dialogue 1

1. We've seen your catalogue and we are very much impressed.

1. I quite agree with you. There is a steady demand for your fabrics. How soon can you supply them?

?

1. I am thinking of 300 metres, your catalogue numbers from 2 to 6; 60 meters of each respectively. What discount can you grant?

Dialogue 2

1. We learn that we can obtain electrical shavers of your manufacture. We are extending our present range of models and would like to buy some German models. Can I see your illustrated catalogue?

KL-12 and

KN

1. Do you offer after sales service in our country?

1. I think we will place a trial order for 40 electric shavers, 10 of them with presentation cases.

Dialogue 3

1. A year ago we bought from you pocket calculators model JF 12. I must say the model is so popular with our customers that we would like to buy more if the model is still available.

JF

JF

1. It sounds interesting. I think we will place an initial order for 60 calculators. What discount will you allow?

-

Dialogue 4

2. Oh, yes. The quality is very good and the prices are reasonable. That is why there is a steady demand for them.

2. This can be done, but please bear in mind that any items unsold at the end of the period which you decide not to keep as stock will be returned at your expense.

2. Yes, you are right. We will need usual trade references or the name of a bank to which we may refer. As soon as these enquiries are settled satisfactorily we will be happy to send you a good selection.

Dialogue 5

1. We have seen your collection of hand-made gloves on your stand at the Paris Fair and we are interested in buying a trial consignment.

1. I agree with you there. Our overseas director Mr. Owen who visited the Fair noted the high standard of craftsmanship and the quality of skins you use. Now about our trial order. If we place an order for 30 pairs of gloves and for the same number of lady's hand bags in matching colours what discount shall we get? For a trial order it's a lot, isn't it?

2. , .

Dialogue 6

50 ?

2. As you can see from our price list the current prices are subject to a 20% discount to wholesalers. As to the quantity discount it will very much depend on the number of machines purchased.

2. I am afraid we cannot increase the trade discount. You know our machines are the finest and the safest on the market, real value for money. The best we can do to encourage you to do business with us is to give you a first order discount of 7%. And if you pay within 14 days of the invoice we can allow a cash discount of 3%. As the machines are in stock we can deliver them within a week of receipt of order.

UNIT II
SELLER'S QUOTATIONS AND OFFERS
PART I

VOCABULARY

bankrupt stock	
to work on a small profit margin	
to obtain an import license	
foreign exchange permit	
to get/to clear the goods through (the) customs	
to require for export	
newsletter	
current price list	
list prices	
to market worldwide under a variety of trade names	
to incorporate important / the best features	
to enhance profitability	
carriage	
freight	
insurance	
import duty	
to specify	
to clear the goods for import	
to reject the goods	
to leave room for negotiation	
to imply	
to remain open	
offer without obligation/subject unsold	
to sue sb.	-
to deliver CIF St. Petersburg shipment is required within four weeks of order	-
to stress particularly the importance of price	
the principal market is for mass- produced goods	
at popular prices	
to supply the range	
to be popular (with smb for smth)	
workmanship	

up-to-date-styling	
comfortable wearing	
descriptive booklets	
principal demand for articles	
in the medium price range	
the way you handled the enquiry	
to work to long-term contracts	
to revise the price	
to make an allowance on the quoted prices	
to keep prices as low as possible without sacrificing quality	
excessive price	
to operate in a highly competitive market	
to cut the prices to a minimum	
to lower the price	
delivery	
for immediate delivery	
for prompt delivery	-
to do one's utmost to speed up the delivery	
slight delay	
to cause inconvenience	
to be guaranteed for any mechanical and material faults	
against normal wear and tear	
to (strictly) observe	
detailed packing and shipping instructions	
for the credit status you may refer to	
to supply any information you require well in time	
to make necessary arrangements	
lasting cooperation between the firms	

NOTES

INCOTERM	ABBREVIATION	EXPLANATION
Group C		
Cost and Freight	CFR	The seller pays all delivery costs to a named destination, except for insurance.
Cost, Insurance, and Freight	CIF	The same as CFR, except the seller also pays the cost of insurance.
Carriage Paid To	CPT	The seller pays all delivery costs to a named destination. The buyer pays any additional costs after the goods have been delivered to a nominated carrier.
Carriage and Insurance Paid	CIP	The seller pays transport and insurance costs to a named destination, but not import duty.
Group D		
Delivered at Frontier	DAF	The seller pays all delivery costs to the buyer's frontier, but not import duty.
Delivered Ex-Ship	DES	The seller pays all delivery costs on board ship, but does not clear the goods for import at the named port of destination.
Delivered Ex-Quay	DEQ	The seller pays all delivery costs to a port named by the buyer, but does not clear the goods for import at the named port.
Delivered Duty Paid	DDP	The seller pays all delivery costs, including import duty, to a named destination in the importing country.
Delivered Duty Unpaid	DDU	The same as DDP, except that the seller does not pay import duty.
Group E		
EX-Works	EXW	The buyer pays all delivery costs once the goods have left the seller's factory or warehouse.
Group F		
Free CARRIER	FCA	The seller pays all delivery costs to the buyer's carrier, and clears the goods for export.
Free Alongside Ship	FAS	The seller pays all delivery costs to the port. The buyer pays for loading the goods on to the ship and all other costs.
Free On Board	FOB	The seller pays all delivery costs to when the goods are on board ship at a named port. The buyer pays all other costs

Ex.1 Translate the letters into Russian

Letter 1

Dear Mr. Scott

Many thanks for your letter of 5 May. We are interested to hear that you saw our advertisement in the Camera Review, and appreciate your interest in the DERVIEW products we stock.

We are enclosing our Terms of Business, where you will find details of our quarterly discounts, and our price list for the complete range of DERVIEW products. As you will see, we can grant special terms for orders of the value you mention.

I will be in Durban myself on 17 May, and will be happy to call on you at any time in the afternoon. Perhaps you would like to let me know whether this is convenient. I will, of course, bring the complete range of DERVIEW color transparencies, which are described in the catalogue we have sent you today.

I am looking forward to meeting you.

Yours faithfully

Letter 2

Dear Sirs

We thank you for your enquiry of 31 January, and can confirm our telephone conversation of yesterday, in which we informed you that we can deliver part of the goods required from stock, in accordance with the enclosed detailed offer. For the balance we would require approximately three weeks from the date of receiving your confirmation that this arrangement is acceptable.

Prices as quoted are FOB London.

Packing in wooden cases.

Delivery as specified above.

Payment against documents, by banker's draft.

We hope your client will find our terms and delivery dates satisfactory, and we can assure you that you may count on our full co-operation and attention in this matter.

Yours faithfully

Letter 3

French wine exporter's offer to British importer

Dear Sirs

Messrs. Hankinson and Co. of Towgate St., with whom we have been doing business for a number of years, have informed us that you will probably be replenishing your stocks of French white wines in the near future.

You will already know that we had an exceptionally good season in 1973, and that the fine quality of our white vintages of that year is renowned both in your country and in ours.

We are now shipping these wines, and would be very glad to welcome you as customers. Our full export price-list is enclosed, but we would like to draw your attention particularly to our

White Bordeaux @ £60.00 per gross bottles, and
Sauterne @ £70.00 ..

These wines have always sold very well in Britain, and the prices quoted above for bulk purchase will enable you to sell at highly competitive prices, while obtaining a good margin of profit.

We will be pleased to supply you with a first order against settlement within 30 days of date of invoice, and with 21% discount. Immediate shipment from Bordeaux is guaranteed.

We advise you to place your order promptly, since we expect considerable response from other foreign customers to this special offer.

Yours faithfully

Letter 4

Dear Mr. Crane

We were pleased to receive your enquiry and to hear that you liked our range of sweaters.

We can confirm that there would certainly be no trouble in supplying you from our wide selection of garments.

We can offer you a quantity discount, which would be 5% off net prices for orders over £2,000, but the usual allowance for a trade discount in Italy is 15% and we always deal on payment by sight draft, cash against documents.

However, we would be prepared to review this once we have established a firm trading association with you.

Enclosed you will find our summer catalogue and price list quoting prices CIF London.

We are sure you will find a ready sale for our products in England, as have other retailers throughout Europe and America, and we hope very much that we can reach agreement on the terms quoted.

Thank you for your interest. We look forward to hearing from you soon.

Yours sincerely

D. Causio (Sig.)

Sales Director

Encs.

Yours faithfully

Letter 5

Fruit broker's offer to wholesaler

Dear Sirs

Confirming our telephone conversation of this morning, we are pleased to be able to offer you the following South African fruit, which arrived yesterday with the S.S. Durham Castle:

300 boxes 'Early Rivers' plums	£0.55 per box
100 boxes 'Golden Glory' peaches	£1.10 per box
200 boxes 'Prime Yellow' apricots	£0.50 per box.

13. **подтверждаю предложение,**
14. **цена кажется высокой даже для изделий такого качества.**
15. **согласиться на Ваши цены, останется небольшая прибыль от продаж.**
16. **ограниченный запас товара.**
17. **оплата производится через 6 недель от даты счета фактуры.**
18. **возможные скидки, ранние даты поставки.**
19. **-**
дает скидку в размере 6% с полной стоимости.
20. **ассортимент будет наиболее подходящим**

PART II

Section 2

Render the content of the letters into English

Letter 4

-

Letter 1

sight draft).

Letter 2

-

,
*Bill of Exchange at 60 d/s.

Letter 3

Letter 5

Letter 6

1

2

-

3

-

¹ Meat Slicing Machine

² Potato Peeler

³ to meet smb half way

Letter 7

Letter 8

Exporter's reply

10 20__ .

- !

Letter 9

Letter 10

Letter 11

Letter 12

Letter 13

Letter 14

Letter 15

Letter 16

Section 2

Act as an interpreter

Dialogue 1

1. Mr. Crowley, as you know you have supplied us with different types of Dovets for the last five years. I've just learned about your new collection, can you tell me more about it?

?

1. I think Super Dreamer and All Seasons will suit us fine. As to the quantity I would say 30 of each size but it will mostly depend on the discount you will allow. And another point, does the price you quoted this time include packing and delivery to our warehouse?

1. Will you allow any additional discount?

-

Dialogue 2

2. I think you placed some orders with us before, didn't you? I can assure you that our new range for men and women is the most suitable for your climate.

2. How soon will you require delivery?

2. Yes, I remember you told me that your principal market is for mass produced goods. We will allow you a 28% trade discount and I am sure that the superior quality and up-to-date styling of the jackets will appeal to your customers.

Dialogue 3

1. Good morning Mr. Ternov! Glad to see you! How was the Fair?

1. Usually we practise payment by a 30 day Bill of Exchange, documents against acceptance, provided you can offer two referees.

?

1. All our machinery is guaranteed for 3 years against normal use.

1. Yes, of course. We have several agents in your country who service all our products.

?

Dialogue 4

1. You stress that the offer is firm for three days only. Can you make it longer?

1. If we do confirm within three days what discount can you offer?

1. We would like to establish business with your company and intend to place regular orders. Would you consider a special discount, say, for the first order?

Dialogue 5

2. We are doing our best to keep the prices as low as possible. Taking into account the quality of the goods we don't feel the prices are excessive.

2. I see your problem. We would like to do business with you and I think we may allow you a discount of 4% for the first order if it exceeds \$ 2500.

Dialogue 6

2. Most of the good points of the earlier types have been incorporated in the model. The model is extremely popular. The number of orders we have booked in the last two weeks only proves it.

?

2. This model is very reliable and easy to handle. All our machines are guaranteed unconditionally for 12 months for any mechanical faults against normal wear and tear.

2. Normally it takes 2-3 weeks of order but there might be a slight delay because of the heavy orders we have on the books, but we will do our utmost to meet the delivery date.

Dialogue 7

1. We've seen your Lawn Mowers at the Exhibition and they impressed us greatly.

KZ-

1. Yes, we have. We've also seen your price list and find your prices acceptable. As a matter of fact we have already secured a substantial order for your KZ-7. How soon can you meet the order? We need the Mowers in 5-6 weeks.

-

-6

**UNIT III
PAYMENT IN FOREIGN TRADE**

PART I

VOCABULARY

deposit	
deposit account	
to accept deposits	
to keep an account with the bank	
draft	
sight draft	
to honour a draft	
to honour a cheque	
to draw (a draft/Bill of Exchange) on smb	-
to accept a draft	
an acceptance	
bill of exchange (B/E)	
documentary bill of exchange	
to discount a bill of exchange	
to grant advances	
interest rate for loans / deposits	
overdraft	
to handle foreign currency transactions	
irrevocable, (in)divisible, confirmed, transferable, revolving L/C	
to issue / establish / open a letter of credit (L/C)	
agreed minimum balance	
overheads	
surplus funds	
to pay interest on an account	
with interest at 5% p.a. (per annum)	5%
charge	, ,
to charge expenses to smb's account	-
the charge or profit due for smth	-
the sum due to us	
debtor	
creditor	
to authorize	
authorized	

authorization	
negotiable securities	
collateral security/ supporting cover/ collateral	
to serve as collateral	
to practise a method of payment	
payment in cash	
payment by banker's transfer	
payment on an open account	
payment for collection	
payment by/in installments	
to make / effect payment/ delivery	
documentary collection	
bill for collection	
drawer	
drawee	
collector	
collection order	
remitting bank	-
collecting/presenting bank	-
promissory note	
title document = document of title	
creditworthy	
creditworthiness	
bill of exchange at 30 d/s (days after sight)	
to surrender/submit/present documents	
first exchange = first of exchange	
to mature	
the bill matures on (1 June)	
maturity	
at maturity	

before maturity	
at the current rate of discount	
negotiable document	
to endorse	
endorsement	
documentary L/C	
to cancel an L/C	
to revoke/withdraw an L/C	
the L/C is out of date	
expiry date	
to expire	
port of discharge (shipment, loading, call, distress)	
beneficiary	
to settle / clear accounts	
quarterly statement	
to allow open account facilities	
cash shipment	
to credit /debit an account with \$ 1000= to credit /debit \$ 1000 to an account	
to recover the amount due	

Ex. 1 Complete the following sentences in English

1. Make sure that _____ June.
2. Could you speed up the delivery as (_____) by the opening of the hotel next month.
3. (_____ , _____) that all the bank charges connected with the extension of the L/C are for your account.
4. I am not authorized _____ the Financial Manager.
5. (_____) for you to allow us the terms we have asked for.
6. (_____) we will put the transaction on documents against acceptance basis with payment 30 days after sight.
7. We would appreciate it if you could (_____).
8. Until now we have had no difficulty _____

9. () we wonder if there is any special reason why we have not received payment of this account which is already a month overdue. If () is due to an oversight please be good enough to send us your cheque within the next few days.

10. When the consignment is shipped the company () 30 , () Bill of Lading, Invoice and Certificate or Policy of Insurance.

11. We feel there has been some misunderstanding and ask you to explain why () was not honoured.

12. Subject to satisfactory references and regular dealings we would be prepared to consider ().

Ex. 2 Translate the following sentences into English

1. **уведомить** **сроке действия**
выставить тратту на

2. **действительна**

3. **Как Вы и просили,**

4. **ИЗГОТОВЛЕННЫ В ТОЧНОМ СООТВЕТСТВИИ**

5. **по наступлении срока платежа**

6. **выставляете тратту** -

7. **«наличные против документов»,**
«документы против акцепта».

,

8. **действителен аккредитив?**

9. **Срок платежа** **наступает**

10. **отсрочить платеж**

11.
остатком в размере £1250.

непогашенным

12. -
 выставить на Вас тратту через

PART II

Section 1
Render the content of the letters into English

Letter 1

Mercury Data Ltd

-

Letter 2

-

Letter 3

-

Letter 4

-

Letter 5

-

-

e-mail

Letter 6

Letter 7

-

IBM

,

Section 2

Act as an interpreter

Dialogue 1

1. And the final point to discuss is the terms of payment.
- 2.

1. I do not think we could agree to that. We never practice an advance method of payment. I would suggest payment by a Letter of Credit, it is a safe method for you as well.
- 2.

1. 20%? I am afraid it is still too much. Could you agree to a 10% advance?
- 2.

1. Yes, I think it is acceptable. A Letter of Credit is valid for 3 months payable by drafts at 30 days. Correct?
- 2.

Dialogue 2

1. In your letter you wrote that you need the goods urgently, but you did not say how the goods should be paid for.

2.

1. No, I don't think we would need any references. For trial transactions we practise neither "documents against payment" nor "documents against acceptance". What would you say to payment by a Letter of Credit?

2.

1. Yes, it has to be a documentary Letter of Credit, and you have to cover all Letter of Credit charges.

2.

Dialogue 3

1. We have been working with you for three years already and all this time we have been paying by Letter of Credit. You remember when we just started our business association you said that as soon as our business was established you would agree to change the method of payment.

2.

1. And you promised to revise the method of payment provided you are satisfied with the way we handle the business.

2.

1. Thank you. We would appreciate it if you would send us a written confirmation of the new terms as we are going to place a large order next week. And the last point: how do you want us to settle accounts: monthly or quarterly?

2.

Dialogue 4

1.

2. Right you are. You are to open a confirmed irrevocable documentary Letter of Credit with Natwest in our favour for the full value of the invoice, i.e. \$25 000.

1.

2. That is so. And what about the validity? Shall we say valid for 90 days? We will effect shipment of the last consignment well within three months.

1.

2. And we will have to forward the shipping documents to the address of your Bank:

Invoice (3 copies)

Bill of Lading

Insurance Policy

Certificate of Origin.

Dialogue 5

1. I am not very happy to bring this matter up but the account for \$2000 has been outstanding for 2 months.

2.

1. When we agreed to open account facilities we pointed out that it was essential to clear accounts on the exact date, particularly as we generally do not allow these terms.

2.

1. I am sorry to hear this. I appreciate your problem but you realize that the delay in payment has created problems with our own suppliers.

2.

Dialogue 6

1.

2. You've been our clients for 3 years and this is the first time the overdraft has exceeded the authorized limit. Yes, of course we can wait for another 2 weeks but you will have to pay surcharges for the amount due at the rate of 5%.

1.

2. We could give you a loan for this amount. How soon do you think you can pay it back?

1. 9 .
2. What security can you offer?

1. ?
2. The credit should be paid by July 20 at the latest and you will have to pay a 7% interest.

**UNIT IV
INSURANCE IN TRADE**

PART I

VOCABULARY

security	
to cover against	
to cover occurrence	
suffer loss(es) loss	
to take out a policy	
insurer	
the insured	
proposal form	
cover note	
insurance cover	
underwriter	
to pay compensation	
premium	
to be indemnified against	
indemnification	
to indemnify	
indemnity	
subrogation	
to have the right of subrogation	
claimant	
to suffer the injury or losses outside the terms of policy	
voyage policy	
to declare on a form	
to record the value	
aggregate value	
through (an) oversight	
make a claim for losses	
claims form	
to relieve the underwriter of smth	-
exemption	
all risks policy	

average	
general average	
general average loss	
particular average	
partial loss	
free from particular average	
average adjuster (assessor)	

NOTES

1	valued/unvalued policy	
2	time policy	
3	mixed policy	
4	floating policy	
5	open cover policies	-

Ex.1 Translate the letters into Russian

Letter 1

Circular letter

Insurance can protect or cover goods from warehouse to warehouse.

In international trade **marine insurance is compulsory**, and the Certificate of insurance must be given to the bank before they issue credit.

Lloyd's surveyors are the people who usually **inspect damage**. They calculate how much the insurance underwriters should pay to the insured. The premium paid to the underwriters depends on the value of the cargo and the number of risks insured against.

When loss or damage occurs, the insured **must make a claim for compensation**.

Letter 2

Dear Sirs

Thank you for your letter of 5 May in which you asked, about **cover for a shipment** of Staffordshire tableware from London to Barcelona. I note from the details attached to your letter that the net amount of the invoice is £ 32000.00 and payment is by Letter of Credit. I would therefore

suggest **an all risks policy** for which you can quote 80 p %.

We will issue a cover note as soon as you complete and return **the enclosed declaration form.**

Yours faithfully

D.Adams

Letter 3

Dear Mr. Adams

We would like to inform you that a number of pieces of tableware were damaged on our shipment to Lopez and Co. of Barcelona. **The consignment was shipped clean on the s.s. "Mediterranean"** which left for Barcelona on 16 September, and you have our declaration form No. 11/35.

We have already sent our customers replacements but would like a **claims form to complete.**

Thank you.

Yours sincerely

E.Goodman

Letter 4

Dear Mr. Goodman

I am sending you the claims form you requested in your letter dated 30 September and we will consider the matter once we have full details.

I think I ought to point out that this is the third time you have claimed on a shipment, and though I appreciate that in each case the goods, **have been shipped clean**, it would be in your interests to consider new methods of packing. I agree that **the claims have been comparatively small**, but in future you will have to ask your customers **to hold consignments for our inspection to assess the cause of damage.** I should also mention that further claims may **affect your premium** when **the policy is renewed.**

Yours sincerely

D. Adams

Letter 5

Dear Sir

We are a large export company dealing with merchandise which we ship to Europe and North America. We would like to know if you can supply us with **a quotation for a comprehensive policy** covering our warehouse at Dock Road, Southampton.

The policy would include fire, flood, theft, burglary, and the usual **contingencies** affecting this kind of enterprise. At any one time, there may be about £250,000 in stock on the premises.

If you offer us **competitive rates**, we will consider further policies with you on our other interests.

We look forward to hearing from you soon.

Yours faithfully.

Letter 6

We are a large engineering company exporting machine parts worldwide, and we have signed contracts with Middle Eastern customers for the next two years.

As these **parts are similar in nature** and are going to the same destination over this period, we thought it might be less expensive if we **insured them on an all risks basis**, under a **time policy**. We would appreciate it if you could give any information on this type of cover and how it operates.

Letter 7

Dear Sirs

We would like to know if you could offer a **comprehensive insurance policy covering us against fire, flood, accident, industrial injury and theft**.

We are a large warehouse selling furnishings to the retail trade, and employing a staff of thirty. The building we occupy belongs to us and is valued, along with the fixtures and fittings, at £250,000 and at any one time there might be stock worth £70,000 **on the premises**.

When **calculating the premium**, would you please take the following into consideration:

There are no open fires on the premises as central heating is used, and we have a fully operational sprinkler system which is serviced regularly. There are also numerous fire extinguishers strategically placed throughout, and fire exits on every floor.

The only danger from flood would be from burst pipes as we are some distance from the river.

Since we began trading six years ago we have never had to claim for industrial injury, and **damage to stock** has been minimal. Finally, pilferage, which is common in warehouses, has only cost us £400 per annum **on average**.

Our present **policy runs out** at the end of this month, so we would require cover as from 1 May and we would point out that we are changing insurance companies because of the increased rates that our former insurers are charging. **So a competitive quotation would be appreciated**.

Yours faithfully

Mr. Lindon

Letter 8

Dear Mr. Lindon

Thank you very much for your letter of 6 April in which you enquired about our insurance cover.

I enclose a leaflet explaining our three **fully-comprehensive industrial policies** which offer the sort of cover you require and I think that policy A351 probably will suit you best as it offers the widest protection at 65 p% **with full indemnification**.

If you wish, I could get one of our agents to call on you to discuss any details that might not be clear, or if you are satisfied with the terms, please complete the enclosed **proposal form** and return it to us with your cheque for £195.00 and we will **effect insurance as from** 1 May this year.

I look forward to hearing from you soon.

Yours sincerely

Mr. Shogun

Ex.2 Translate the following sentences into English

1. Заявка на страхование
страховое покрытие.
2. в случае предъявления требования о возмещении
рассчитывают страховую премию.
3. заявке на страхование,
временное страховое свидетельство.
4. страховой случай является
следствием небрежности заявителя,
5. это - страховка, по которой стоимость товара не
согласовывается заранее, а
6. требовать выплаты
страхового возмещения.
7. путем заполнения
заявления,
8. Страховая премия, покрывающая все риски,
страховщик освобождается от каких-либо рисков.
9. означает частичное повреждение или потерю. Как правило,
страхователь предпочитает страховать на условиях «с частной аварией».
10. страховой полис, покрывающий все риски, в том числе «от
частных аварий»,
11. морское страхование является обязательным, страховой
полис
12. заявлении о страховом возмещении,
13. непредвиденные обстоятельства,
отрицательно сказаться на
14. держать партию товара для осмотра, установить
причину повреждения.
15. Оказалось, что на которое Вы ссылаетесь
в своем заявлении о выплате страхового возмещения, очень незначительное.

30.

конкурентоспособное предложение

PART II

Section 1

Render the content of the letters into English

Letter 1

Letter 2

Letter 3

electrical short

Letter 4

N2

Section 2

Act as an interpreter

Dialogue 1

1.

2. Oh, yes. I have just received a completed form declaring a further consignment, valued at \$2300. Do the terms of the renewed policy remain the same?

1.

2. We will do it right away. You will have a cover note in a day or two. And when you make the next shipment please declare it against the present policy for \$825 and against the new policy for the amount by which the value of the shipment exceeds this amount.

Dialogue 2

1. We will shortly be making regular shipments of fancy leather goods from South America by approved ships*. And we will have to take out an insurance policy. Could you give me some idea as to the type of policy you think will be best for us.

2.

1. Yes, this is exactly what I have in mind, I would also like it to be on an open basis for \$120000 on the route Santos - Copenhagen. What are your premium rates?

2.

*Approved ships

Dialogue 3

1.

2. We need to know the value of the consignment and the time limit of the insurance cover.

1.

2. The rate of premium is 5% of the declared value of the consignment. If you fill in proposal form the cover note will be ready by the end of the day. The actual policy will take longer but you need not worry as the moment the cover note is issued your consignment is insured.

Dialogue 4

1. I would like to discuss our claim in connection with the fire at our factory.

2.

1. Did he confirm that the damage to the premises and stock is extensive? The policy we have covers us against all risks including contingencies like fire.

2.

Dialogue 5

1.

2. Do you want to insure _____ from the port of loading or from the warehouse?

1.

2. What's the value of your consignments? How long do you want your policy to run?

1.

2. The premium for the policy you want us to issue is 3,5% of the declared value but as you have been our regular clients we could allow you 5% discount.

UNIT V
PLACING ORDERS

PART I

VOCABULARY

order book (on our books)	
order form	
order for delivery in May	c
order for prompt delivery	
to carry out an order	
execute an order	
fulfill an order	
handle an order	
meet an order	
make up an order	
carry large stocks	
to cancel an order	
to place an order with smb for smth	- -
to acknowledge receipt of an order	
to confirm an order	
to hold up an order	
to be legally bound (to do smth)	-
binding to agree	
to agree on (the price)	
to agree to smth	-
to agree with smb	-
agreed and liquidated damages	
agreed price	
to have (smth) in stock	
to supply from stock	
to extend (L/C)	
to adjust (delivery dates, prices)	
to come into force/ to become effective	
to comply with/ to conform to/ to abide by/ to be in accordance with	
through smb's fault	-
through no fault of smb's	-
faulty/substandard goods	
to claim damages	
to pay/ repair the damages	
debit entry	
credit entry	

balance	
to retain	
Bill of Lading (B/L)	
negotiable B/L	
shipped (on board) B/L	
clean B/L	
dirty/claused/foul B/L	
document of title	
endorsement	
blank endorsement	
"freight prepaid"	
damage to the goods	
consignor	
consignee	
to deal in smth	-
deal with smb	-
viz (Lat. abbr. of videlicet), pronounced "namely"	
documents against payment (D/P)	
sight draft	
to review/revise/reconsider prices, etc.)	
to substitute (a draft for cash payment)	
to stipulate	
to await sth	-
to load (onto the ship)	
loading	
unloading/discharge	
to sail for...	-
outstanding order	
to settle formalities	
to result in	-
wording (of the contract)	
to result from	-
mutual benefit	
mutually beneficial	
release note	
Compare:	
notification of readiness of the goods for shipment	
to enable	-
margin/profit margin	
to leave smb with a small margin	-
durability	

undergo a special process	
to meet the delivery time/date	
to meet the demand	
in strict rotation	
to account for the goods	

Ex. 1 Translate the letters into Russian

Letter 1

Order with conditions attached

Dear Sirs

Thank you for your letter of 22 April **forwarding a booklet** with details of your range of sensor switches.

We are interested in the different types of switches you offer and have decided **to place a trial order for** the following, on the terms stated in your letter, but only if you can guarantee dispatch in time to reach us by the end of this month.

We place this order **on the clear understanding** that the consignment is despatched in time to reach us by 31 May, and **reserve the right** to cancel it and refuse delivery after this date.

We suggest payment by bill of exchange drawn on us at 60 days after sight. Please say whether this is agreeable to you.

Yours faithfully

Letter 2

Request for special terms

18 July, 20____

Dear Sirs

Bicycles

Will you please send us a copy of your catalogue and **current price-list** for bicycles. We are interested in machines for both men and women, and also for children.

We are leading bicycle dealers in this city, where cycling is popular, and we have branches in five neighbouring towns. If therefore the quality of your machines is satisfactory and the prices are right, we expect to place regular orders for fairly large numbers.

Will you please say whether, in these circumstances, you are able to allow us a special discount. This would **enable us to maintain the low selling price** which has been an important reason for the growth of our business.

In return, we would be prepared to place orders for a **guaranteed annual minimum number of machines**, the figure to be mutually agreed.

Yours faithfully

Letter 3

Reply to a Request for Special Terms

21 July, 20_

Dear Sirs

Bicycles

We are glad to learn from your letter of 18 July of your interest in our products and enclose a catalogue and price-list asked for. Also enclosed you will find details of our conditions of sale and terms of payment.

We have examined your proposal to place orders for a guaranteed minimum of machines in return for a special allowance, but after considering it carefully, feel it would be better to offer you a **special allowance on the following sliding scale basis:**

On purchase exceeding an annual total of:

£ 2,500 but not

No special allowance could be given on total purchases below £2,500.

We feel that an arrangement on these lines would be more satisfactory to both of us than the one you propose.

We shall be glad to learn that you accept our proposal and, **subject to the usual trade references**, look forward to your orders.

Yours faithfully

Letter 4

Dear Sirs

During our recent exhibition at the Brityrex show we were informed by Mr. Smith of your London branch that you are interested in the sale and purchase of tyres.

We would like to inform you that we would be pleased to **commence business** with you either on a buying or selling basis, and **have pleasure in enclosing** our latest sales list which may be of interest to you. All **prices are negotiable** and F.O.B. Liverpool.

As we are a **company of long standing** with a first class reputation, we are offered from time to time various **surplus stocks** from European tyre manufacturers which enables us to occasionally sell and manufacture goods at extremely competitive prices.

We hope that the enclosed offers may be of interest. These tyres are **subject to being unsold** but we do have constantly changing stocks, and we are sure that we will at some time have goods that will be of interest to you.

We are an old established private **company of thirty years** standing with a multi million pound **turnover**, a first class marketing organization covering the U.K. and some 4,500 customers with a not inconsiderable export business. **All matters are dealt with in a prompt and courteous manner.**

Yours faithfully

Kirkby Tyres Ltd.

Ex.2 Translate the following sentences into English

1.

2.

3. -

4.

5. -

6.

7.

8.

9.

PART II

Section 1

Render the content of the letters into English

Letter 1

(Refusing an Order)

!

Letter 2

HP

-

Letter 3

-

Letter 4

Letter 5

microwave ovens

Letter 6

milling machines

quick wearing parts).

apply to

Letter 7

risk

at your

Section 2

Act as an interpreter

Dialogue 1

1. You know, Mr. Lindney, I saw the models we are buying from you at the Munich Fair. They seem to be very popular. You must have a lot of orders on you books. So I am anxious to know the position of our order.

2. High power

1. What about the second consignment?

2.

1. Yes, I have received your letter. It is exactly what I would like to discuss with you. It seems the price for the modified model Redwing Comet is rather high, higher than we expected.

2. Ha

1. I do appreciate it. It is extremely important for us to promote this model in the Italian market. And one more thing: what's the guarantee period for the modified model?

2. -

Dialogue 2

1.

2. No, the offer is subject to prior sale, but if we receive your formal order within two weeks I can guarantee that we will supply you with the goods.

1.

2. The quality of the machine tools complies with the technical specifications adopted by the manufacturing plant and confirmed by the Certificate of Quality.

1.

2. Yes, we reserve the right to introduce alterations which do not affect the quality and the price of the goods.

1.

-

2. Yes, of course. Our standard guarantee is 24 months from the date of shipment. But the guarantee shall not apply to normal wear and tear or damage caused by improper storage, inadequate or careless maintenance.

Dialogue 3

1. Now about the price. How would you like us to quote it: FOB or CIF?

2.

1. Oh yes, what we call DDP, free your destination, goods landed and duty paid. I am afraid it is too complicated to work out now.

2.

1. We can dispatch the first consignment of 10 machines immediately as we have them in stock. As to the second consignment we have to contact the manufacturing plant but I don't think it will take them more than 4-5 weeks.

2.

1. As to the balance of the order I am afraid it will take us at least two months as the plant is heavy with orders.

2.

Dialogue 4

1. As you know we are in the market for large quantities of coffee. We've got your samples and we are very much impressed.

2.

1. But we find your prices a bit high, we've been your regular customers for quite a while. Wouldn't it be possible for you to grant us a discount?

2.

1. Yes, of course we know that. But your competitors are quoting lower prices.

2.

1. But we are going to place a very big order.

2.

1. About 5000 tons, with an initial order of 1000 tons.

2.

Dialogue 5

1.

2. The price stated includes the cost of the units. Packed of course, to make them seaworthy.

1.

2. Yes, a standard set of spare parts is included in the price quoted, but the installation cost and technical service will be charged extra.

1.

2. You mean DDP: goods delivered, duty paid? Yes, of course we can do that.

1.

-

-5

?

2. On the whole I think it is. As to the balance of the order (the last consignment) I will have to contact the manufacturing plant and get their confirmation.

Dialogue 6

1. We've looked through your catalogues and seen your computers in operation. They are exactly what we need.

2.

1. We have thoroughly studied their working characteristics and find them excellent. But they are very expensive.

2.

-

1. Do you mean that there is no possibility of a discount?

2.

1. I agree with you there. We closely follow the trends on the computer market. But I do hope that you can meet us half way and give us a discount.

2.

1. We have not decided yet. That depends on the price. We can buy 50. For a trial order it is quite a lot!

2.

1. tell you the truth, I was counting on 5% at least.

2.

cessation	
to cease	
to suspend	
suspension	
to suspend delivery/payment/ production	/
accountable	
non-observance	
to incur expenses	
penalty at the rate of...	...
to penalize	
dispute	
arbitration	
arbitration commission at the Chamber of Commerce	
foreign exchange permit	
amendment to (the contract)	
to assign rights and obligations	
consent	
written consent	
by mutual consent	

Notes:

3. The L/C to be opened=is to be opened
4. The goods shall be considered as delivered
5. no recourse to law courts being permitted

6. The award is final and binding upon both parties
7. The correspondence pertaining to the contract is considered to be null and void

Read and translate the Contract

CONTRACT No. 298/77 C.I.F. terms.

Moscow "10" January, 20...

"Razno&Co.", Moscow, **hereinafter referred** to as **SELLERS**¹ and Heindrick and Co. referred to as **BUYERS** have concluded this contract, **whereby** the **SELLERS** sell² and the **BUYERS** buy on the terms and conditions **stipulated** herein **subject to** the Standard Conditions of Sale stated hereon;

NAME OF GOODS Synthetic Rubber

QUANTITY (See Appendix No. 1)

QUALITY conform to the RF standards

PRICE (See Appendix No. 1)

DELIVERY TERMS c.i.f. Antwerp

TIME OF SHIPMENT before 30 June 20...

PACKING AND MARKING On pallets with standard marking

PAYMENT is to be effected in Swiss Franks by an **irrevocable, confirmed, divisible Letter of Credit established** by telegraph **on behalf of** the Buyers' Bank **in the Sellers' favour**:

either by the Bank for Foreign Economic Affairs of the RF, Moscow or by the Moscow Narodny Bank, Ltd., London or directly by the Buyers' Bank, if the latter is the correspondent of the Bank for Foreign Economic Affairs of the RF.

The Letter of Credit to be opened³ within 10 days upon receipt of the **SELLERS' advice of readiness of the goods for shipment**. The Letter of Credit to be **valid** 60 days.

The Letter of Credit is to comply exactly with the terms of payment provided for by the present Contract, and, in particular, to allow **transshipment** and **partial shipment** and stipulate that all the expenses connected with the opening and extension of the Letter of Credit and any other **bank charges** to be **for the Buyers' account**.

The payment out of the Letter of Credit is to be effected against presentation of the following documents:

1. Full set of **negotiable Bills of Lading** issued to the Buyers or their order.
2. Invoice in 5 copies.
3. Insurance policy or Certificate of Insurance.
4. **Certificate of Quality**.
5. **Certificate of Origin**.

OTHER TERMS Bank charges in Russian territory to be **at the Sellers' expense**

STANDARD CONDITIONS OF SALE

1. The goods shall be considered as delivered⁴ by the **SELLERS** and accepted by the **BUYERS**, according to the gross weight and the quantity of packages shown in the Bill of Lading, issued at the port of loading, as per net weight shown in the **SELLERS'** specification and as per quality indicated in the Certificate of Quality.

2. The date of Bill of Lading is to be considered as the date of delivery.

3. The **SELLERS undertake** to insure the goods for the invoice value against transport risks usual for the goods sold under this contract. If requested by the **BUYERS**, the **SELLERS** will insure the goods against war risk or any other additional risks, **charging the expenses** pertaining thereto to the **BUYERS'** account under the Letter of Credit mentioned on the face of this contract, which should stipulate such invoicing.

4. Claims concerning quantity and quality of the goods should be presented by the **BUYERS** to the **SELLERS** within 30 days from the date of arrival of the goods at the port of destination.

Claims concerning quantity are to be certified by Certificate of Weight enclosed with the above Certificate, issued by official **weighers** for each Bill of Lading lot.

Certificate of Claims concerning quality are to be **certified** by a **Test Report** of a skilled neutral organization.

The Weight as well as the Test Report are to state: the steamer's name and the date of her arrival at the port of destination, number of Bill of Lading, number of places, gross and net weight.

The SELLERS' responsibility concerning any possible claim is limited only by the invoice value of the goods, which proved to be **defective** or **short-shipped**.

5. Should any circumstances arise which prevent the complete or partial fulfilment by any of the parties of their respective obligations under this contract, namely: fire, **acts of the elements**, war, military operations of any character, blockade, prohibitions of exports or imports or any other circumstances **beyond the control of the parties**, the time stipulated for the fulfilment of the obligations shall be extended for a period equal to that during which such circumstance will remain in force.

If the above circumstances continue to be in force for more than six months each party shall have the right **to renounce** any further fulfilment of the obligations under the contract and in such case neither of the parties shall have the right to make a demand upon the other party for compensation for any possible damages.

The party for whom it becomes impossible **to meet its obligations** under the contract, shall immediately advise the other party as regards the beginning and the **cessation** of the circumstances preventing the fulfilment of the obligations.

Certificates issued by the **respective** Chamber of Commerce of the SELLERS' or BUYERS' country shall be sufficient proof of such circumstances and their duration.

6. The BUYERS failing to establish the Letter of Credit within the stipulated period, the SELLERS have the right **to suspend** shipment without being **accountable for non-observance** of the delivery dates, or to cancel the contract whereby all the **expenses, incurred** by the SELLERS in connection with the delay in shipment or cancellation of the contract, to be refunded by the BUYERS. Should the Buyers fail to establish the Letter of Credit within the stipulated time, they shall pay to the Sellers the penalty at the rate of 0.05 per cent per every day of delay, but the total amount of penalty shall not exceed 10 per cent of the amount of the Letter of Credit.

7. Any **disputes** which may arise under or in connection with this contract to be settled by **arbitration** of the Foreign Trade Arbitration Commission at the RF Chamber of Commerce and Industry, Moscow, in accordance with the rules of the said Commission, **no recourse to law courts being permitted**⁵. The **award** of such Arbitration to be considered **final and binding upon both parties**⁶.

8. The BUYERS to obtain an **import license** and a **foreign exchange permit** from the **appropriate authorities**, if necessary.

9. Any **amendments** and additions to this contract to be valid only if made in writing and signed by **duly authorized representatives of the parties concerned**.

уведомление о готовности товаров к отгрузке

**продлением аккредитива
за счет Покупателя.**

недовес

рисков.

обычных морских

коносамент?

независимым

весовщиком.

**обстоятельствами непреодолимой силы
по данному**

**(contingencies
контракту**

выполнения своих обязательств

разрешение на отгрузку

платеж не был просрочен.

арбитражной комиссии

**срок действия
соответствующую организацию**

14. Поправки к соглашению не заверены

**передавать свои права
без нашего согласия.**

Letter 3

(government levy).

NAFTA (GB) Ltd.

Letter 4

Bamu

Section 2

Act as an interpreter

Dialogue 1

2 Oh yes, and we find that your specifications meet our requirements.

2 Yes, they are competitive, and my firm will send you an official confirmation. I would like to settle a few questions, such as the cost for sending the goods

1.

2. FOB terms... What exactly do they cover?

1.

2. And we will pay freight, marine insurance and all the landing and delivery charges in our country, won't we?

Dialogue 2

1. Will you please tell me more about the CIF price you quoted us. What does it cover?

1. And we have to pay customs duties and arrange for delivery to our warehouse, don't we? Yes, I think it is acceptable. How soon can you deliver the goods?

2.

1. Yes, we will take part deliveries. But as we need the goods urgent the first consignment should be delivered immediately.

2.

5-

?"

1. That is fine with me. When can we have the balance of the order?

2.

Dialogue 3

1. I have seen your tractors in operation. They are just what we need and my firm would like to buy some.

2.

1. You are right there. But we are not happy about the guarantee period. Could you prolong it a bit?

2.

1. I am afraid it isn't. The point is that Japanese manufacturers have already extended the period of guarantee up to 24, even 28 months.

2.

-

1. All the same, the trend here is to have the guarantee period longer.

2.

1 We will do that. And now, I would like to discuss payment. Do you need references?

?

1. No, of course not. But what about the balance?

3

Dialogue 4

1. We've seen your advertisement in trade journals. We are a large construction company and at the moment completing the construction of a new Leisure Centre and urgently need sports equipment.

1. No, we haven't and we need full information before we can decide. You understand, no doubt, that we are interested only in the most up-to-date equipment.

?

1. Everything has to be delivered in time for the opening of the Centre by the middle of next month. Can you do it?

2.

-

?

1. If you have no objection we would prefer it to be a FOB contract. And finally, what **about** payment? Do you want references?

UNIT VII
AGENCY AGREEMENT
PART I

VOCABULARY

Principal	
Hereinafter	
on the one part and on the other part	
area	
diligently and faithfully	
to endeavor	
to expand the sale	
obtain an import license / foreign exchange permit	/
to furnish smb with a statement	
respectively	
to reside, residing	
with the view to their exportation	
without the consent in writing	
to interfere with the sale	
to transmit an order / pass on / hand over to	
to execute an order / fulfil /make up / handle	
duly keep an account of the orders	
commission is payable on the amounts	
to be settled by the Auditors	()
Certificate (of auditors)	()
to be final and binding on both parties	
warranty	
to give credit or deal with	
the agreement is to be interpreted in accordance with the UK Law	

Read and translate Agency Agreement

Formal Agency Agreement

The terms of an agency are sometimes set out in correspondence between the parties but where dealings are on a large scale a formal agreement may be desirable. This should be drafted by a solicitor or by one of the parties in consultation with the other. Matters to be covered in such an agreement may include all, or some, of the following:

The nature and duration of the agency.

The territory to be covered.

The duties of agent and principal.

The method of purchase and sale (e.g. whether the agent is to buy for their own account or "**on consignment**").

Details of commission and expenses to be allowed.

The law of the country by which the agreement is governed.

The sending of reports, accounts and payments.

The arrangements of arbitration in the event of disputes.

Specimen Agency Agreement suitable for exclusive and sole agents representing manufacturers overseas

AN AGREEMENT made this 17 day of May 20 _____

BETWEEN ROSTEXTILE LTD

whose Registered office is situated at 204, Lougova street,
Moscow 119330, Russia

(hereinafter called '**the Principal**') **on the one part and**

LIBERTY GROUP of London

(hereinafter called '**the Agent**') **on the other part**

WHEREBY IT IS AGREED as follows:

1. The Principal appoints the Agent to be his sole Agent in England and Wales (hereinafter called '**the area**') for the sale of goods manufactured by the Principal and such other goods and merchandise (all of which are hereinafter referred to as '**the goods**') as may hereafter be mutually agreed between them.
2. The Agent will during the term of two years (and thereafter until determined by either party giving a three months' previous notice in writing) **diligently and faithfully** serve the Principal as his Agent and will **endeavour to expand the sale** of the goods of the Principal within the area and will not do anything that may prevent such sale or **interfere with the development of the Principal's trade in the area.**
3. The Agent shall **arrange for import licenses** or permits **to be obtained** which are necessary for importing the goods into the Area.
4. The Principal shall at his own expense supply the Agent with such amount of samples, catalogues and advertising material which is considered sufficient for promoting sales of the goods within the Area.
5. The Principal will from time to time **furnish the Agent with a statement** of the minimum prices at which the goods are **respectively** to be sold and the Agent shall not sell below such minimum price but shall endeavour in each case to obtain the best price obtainable.
6. The Agent shall not sell any of the goods to any person, company, or firm **residing** outside the area, nor shall he knowingly sell any of the goods to any person, company, or firm residing

within the area **with a view to their exportation** to any other country or area **without the consent in writing of the Principal.**

7. The Agent shall not during the continuance of the Agency hereby constituted **sell goods of a similar class** or such as would or might compete or **interfere with the sale of the Principal's goods** either on his own account or on behalf of any other person, company, or firm whomsoever.

8. Upon receipt by the Agent of any order for the goods the Agent will immediately **transmit** such order to the Principal who (if such order is accepted by the Principal) will **execute** the same by **supplying the goods direct to the customer.**

9. Upon the execution of any such order the Principal shall forward to the Agent a duplicate copy of the invoice sent with the goods to the customer and shall inform the Agent when payment is made by the customer to the Principal.

10. The Agent shall **duly keep an account of all orders obtained by him** and shall every three months send in a copy of such account to the Principal.

11. The Principal shall **allow** the Agent the following **commission** (based on fob United Kingdom values) in respect of all orders obtained direct by the Agent in the area which have been accepted and executed by the Principal. The said **commission shall be payable** every three months on the amounts actually received by the Principal from the customers.

12. The Agent shall **be entitled to commission** on the terms and conditions mentioned in the last preceding clause on all export orders for the goods received by the Principal through all Agent's branches and regional offices.

13. Should any **dispute arise** as to the amount of commission payable by the Principal to the Agent the same **shall be settled by the Auditors** of the Principal whose certificate **shall be final and binding on both the Principal and the Agent.**

14. The Agent shall not **give any warranty** in respect of the goods without the authority in writing of the Principal.

15. The Agent shall not without the authority of the Principal collect any money from customers.

16. The Agent shall not **give credit to or deal with** any person, company or firm which the Principal shall direct him not to give credit to or deal with.,

17. All questions of difference whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives shall be referred to arbitration in England in accordance with the provision of the Arbitration Act 1950.

18. This Agreement shall in all respects **be interpreted in accordance with the Law of the UK.**

Questions:

1. What points are specified in the Formal Agency Agreement?
2. You have studied the Specimen Agency Agreement. Have all the points recommended in the Formal Agency Agreement been included in the Specimen Agreement?

Ex.1 Complete the following sentences in English

serve the Principal as his agent and () to expand the sale of the goods.

2. The duty of the Principal is () the agent with () of the minimum prices at which the goods are () to be sold.

3. The information about the agent's reputation can be obtained from () organizations, such as the Regional Office of the Department of Trade.

4. The agent should not sell any of the goods to a company () their exportation to any other country without ().
5. Upon receipt by the Agent of any order for the goods the agent () such order to the principal who ().
6. The agent shall not sell the goods () or such as would () of the Principal's goods.
7. The agent () that was agreed upon before drawing up the Agency Agreement.
8. Should any () as to the amount of commission it () and their () on/upon both parties.
9. The agent () obtained by him and shall every three months send in a copy of such account to the Principal.
10. The Agreement in all respects () the Law of the UK.

Ex. 2 Translate the following sentences into English

2.

PART II

Section 1

Render the content of the letters into English

Letter 1

turnover

of all invoices

- on the net amount

Letter 2

sale for smth).

find a ready

-

Letter 3

-

Letter 4

-

Letter 5

Section 2

Act as an interpreter

Dialogue 1

1.

2. Usually the duration of the initial contract is one year subject to renewal by mutual agreement.

1.

-

2.

commission to you monthly.

1.

2. your clients direct we will supply goods from stock and it will take us 10 days to make up an order from the date of receipt of order.

Dialogue 2

1. Good morning, Mr. Pavlov. Have you looked through the draft agreement?

2.

-

c

1. You mean advertising? We have agreed that we shall allow \$ 5000 in the first year for publicity.

2.

1. Yes, we do reimburse any reasonable expenses.

2.

1.

2.

Dialogue 3

1.

2. Yes, it can be terminated by either party provided that the notice is given in writing 3 months in advance.

- 1.
2. The standard procedure is as follows: any dispute is settled by arbitration.

- 1.
2. It depends on the clause of the contract. In our case all disputes will be settled with reference to Russian Law.

Dialogue 4

1. We are a Buying agent acting for one of the largest stores in Budapest. We have received a number of enquiries from our clients for your tableware and we would like to know if you could supply a trial order.

2.

1. Usually we buy on our own account, but in this case we would prefer to operate on a consignment basis.

2.

1. credere

2.

Dialogue 5

1.

2. On the recommendation of our business associate "Weber Textile Equipment" who have been in this trade for 5 years.

1.

2. Would you give me a brief outline of the terms you work on?

1.

2. That will be fine. We would also like you to arrange freight facilities and handle the consignment from the factory to the port.

Dialogue 6

1.

2. Yes, thank you. We've noted that all prices subject to usual trade discounts. Would you allow a further discount, say, "discount for the first transaction"? And what rate of commission do you allow?

1.

2. 8% is all right but when we start selling the untried product we usually ask for a retainer at least for 6 months. Establishing a new product requires a lot of and financial support.

1.

2. As to the publicity I think that perhaps an initial expenditure of \$5000 or thereabouts would be reasonable for the first six months.

Dialogue 7

1. As you know we need an agent to assist in marketing our furniture in your country.

2.

1. _____ skies. But could you outline the main selling points of your organization.

2.

1. It sounds very promising. Would you be ready to act as our sole agent? We would prefer it that way.

2.

**UNIT VIII
CUSTOMER COMPLAINTS**

PART I

VOCABULARY

claim/complaint	
to acknowledge, admit a claim	
to make a claim on/against smb for smth	- -
to settle a claim	
to submit a claim to	-
to reject a claim	
to withdraw a claim	
justified, well-grounded claim	
unjustified, groundless claim	
to claim compensation for the loss/to claim damages	
to cause damage to the goods	
the goods are up to standard	
substandard/faulty goods	
damaged, defective goods	
discrepancy	
penalty clause	
negligence	
through smb's negligence	-
to accept/take responsibility	
packing list	
in transit	
default of/in payment	
to undertake to do smth	-
the firm itself is at fault	
responsible party/ respondent, defendant	
dissatisfied party / plaintiff,	

claimant	
to infringe/break a contract	
infringement/breach of a contract	
gross infringement	
to reach mutual understanding	
to settle a dispute by arbitration	
to settle a dispute amicably (in a friendly/amicable way)	
to refer a dispute to arbitration/ the arbitration commission	
the award of the arbitration commission is final and binding upon both parties	
the award is made by a majority vote	
to match the samples/to be up to sample, as per sample	
to lose one's custom <i>ant. to welcome one's custom</i>	-
to compare favourably with ...	
to tamper with	
the document has been tampered with	
to hold smb to smth	- -
backlog	
to give priority to smth	-
to give top priority to smth	
to meet (one's own) commitments with smb	-
demurrage	
to impose restrictions on smth <i>ant. to lift restrictions</i>	-
to discharge	
discharge facilities	
to arrive at the consignee's premises	
under the supervision of smb	-
intact	
pilferage	
to pilfer	
report	

weigher's report	
surveyor's report	
works' test report	
to attribute to	- -

Ex.1 Translate the letters into Russian

Letter 1

Complaint of late delivery

Dear Sirs

Our order no. VF449766 of 4 July 1978

The goods ordered under this number arrived today in good condition, and your invoice has been checked and found correct.

However, we have to point out that these articles were ordered subject to their arriving here by the end of August. Since they did not reach us until 14 September, we have been hard pressed to meet our commitments to our own customers.

As you will no doubt understand, a recurrence of this situation could well result in our customers placing orders elsewhere, and this is a risk we are unwilling to take. We must, therefore, insist that you observe delivery deadlines for future orders.

Yours faithfully

Letter 2

Customer complains of repeated delays in delivery

Dear Sirs

Our order nos. 6531, 6687, 6866 and 6892

As we have repeatedly pointed out to you, prompt delivery on your part is essential if we are to maintain satisfactory stock levels and fulfill our production schedules.

Each of the four orders listed above has arrived later than the date stipulated and order no. 6892 was delayed by almost a month, with the result that we have had to reduce production by some 5 per cent.

We cannot possibly allow this situation to continue, and are sorry to have to tell you that unless you can guarantee to deliver supplies by the dates specified in future orders we will be forced to look for another supplier.

We hope to hear from you very soon.

Yours faithfully

Letter 3

Customer receives wrong good

Dear Sirs

Our order no. J733

We have received the documents and taken delivery of the goods which arrived at Port Elizabeth on the S.S. Castle yesterday.

We are much obliged to you for the prompt execution of this order. Everything seems to be correct and in good condition except in case no. 14.

Unfortunately, when we opened this case we found it contained completely different articles from those ordered, and we can only presume that a mistake has been made and that this case is part of another order.

As we need the articles we ordered to complete deliveries to our customers, we must ask you to arrange for replacements to be dispatched at once. We attach a list of the contents of case 14, and would be glad if you would check this against our order and your copy of the Invoice. In the meantime we are holding the case at your disposal; please let us know what you wish us to do with it.

Yours faithfully

Letter 4

Complaint of inferior quality

Dear Sirs

We are very sorry to have to inform you that your last delivery is not up to your usual standard. The material seems to be too loosely woven and is inclined to pull out of shape. By separate mail we have sent you a cutting from this material, also one from cloth of an early consignment, so that you can compare the two and see the difference in texture.

We have always been able to rely on the high quality of the materials you sent us and we are all the more disappointed in this case because we supplied the cloth to new customers. As we shall have to take it back we must ask you to let us know, without delay, what you can do to help us in getting over this difficulty.

Yours faithfully

Ex.2 Translate the following sentences into English

PART II

Section 1

Render the content of the letters into English

Letter 1

Letter 2

(carrier's clean receipt).

Letter 3

traced

could not be

Letter 4

-

Letter 5

agreed and liquidated damages
1.

Letter 6

-298.

performance

Section 2

Act as an interpreter

Dialogue 1

1. -
2. What sort of problem? I am sure we delivered them on time.

1.

2. Was the packing in good condition? Did you check the consignment when you received it?

1.

2. We will send you the replacement tomorrow morning, of course we will pay the delivery charges. We usually take special care in packing the goods but to avoid further inconvenience to customers we will take steps to improve our methods of handling consignments.

Dialogue 2

1. We have recently received several complaints from our customers about your fountain pens. In some cases we had to refund the money to the customers.

2.

1. That's right. We placed the order on the basis of a sample pen left by your representative.

2.

1. Of course we have. We have ourselves compared the sample with a number of pens from your consignment. There is little doubt that many of them are faulty - some of them leak and the others blot when writing.

2.

1. Yes, we wish to return the unsold balance. We don't want any more complaints from our customers. After all it is our reputation that may be affected. We hope you will replace them with pens of quality.

2.

Dialogue 3

1.

2. Yes, you are quite right. We have placed no orders with you recently and I am glad you brought the matter up. Do you remember our two last orders: one for \$2740 and one for \$1420, both in total for \$4160?

1.

2. You did deliver in time but we were charged with the cost of carriage. Though the orders were submitted on different forms they could very well have been treated as one, as they were placed on the same date and delivered at the same time. You would agree that it is not a fair way to treat a regular long-standing customer.

1.

2. Well, I am glad we have sorted it out, because that incident was really annoying.

Dialogue 4

1.

2. I am sorry for the delay. We should have contacted you sooner, but we needed time to investigate your claim since this is the first complaint of this nature.

1.

2. Yes, we have received the report. We were rather surprised to learn what the cause of the damage was. In fact we use the same packing when sending goods abroad. Anyway it is for us to deal with this matter. I am sure you will be glad to hear that two days ago we dispatched the consignment to replace the damaged one. The transportation costs are for our account. I hope it will reach you safe in a day or two.

Dialogue 5

1.

2. What's wrong with the consignment? You have checked it, haven't you?

1.

2. Just a minute, let me check the papers. Yes, I am awfully sorry, the mistake has been made in our selection of the goods meant for you. I assume you need replacements urgently?

1.

2. Yes, of course. You will have the replacements within a week. And as the fault is ours I would offer a 2% reduction in the price as a kind of compensation for the inconvenience caused to you.

Dialogue 6

1.

2. I am sorry to hear this. What has happened to the consignment? Do you know?

1.

2. I understand your concern. It is a CIF contract, isn't it? As the consignment was damaged in transit it is the insurance company who is to be held responsible, and they should pay the losses.

1.

2. Yes, of course we will deal with the claim. What I mean is that it is the insurance company who will meet your claim and pay the damages. Have you got the surveyor's report? Will you send it to me and we will take the matter up with the insurance company at once.

Dialogue 7

1. We are having a serious problem: the equipment we bought from you has not arrived yet.

2. -

1. I am afraid I cannot accept your apologies. When we were placing the order we stressed the importance of meeting the delivery date. Our customer may cancel the order with us because of this delay.

2.

1. I hope so too. But if we do not supply the equipment in time and our clients make a claim on us we will hold you responsible for all the damages we will have to pay.

2.

TRANSLATION OF THE ARTICLE

For the most part the article is omitted in translation from English into Russian as in the latter there is no such a phenomenon. But in a number of cases it should be translated by different means (such as adjectives, numeral one, indefinite pronouns, etc.) in order not to lose implications of the source language.

Functions	Way of translation	Examples	Translation
<p>1. <u>Pointing at the theme-theme division in a sentence:</u></p> <ul style="list-style-type: none"> • <i>the indefinite article</i> singles out <i>the logical center</i> of the phrase; • <i>the definite article</i> introduces <i>the theme</i> 	<p><u>Grammatical transformations on changing the word order:</u></p> <ul style="list-style-type: none"> • the theme is placed at the <i>end</i> of a Russian sentence; • the theme is placed at the <i>beginning</i> of a Russian sentence. 	<ul style="list-style-type: none"> • <i>A match</i> flared in the darkness. • <i>The plan of action</i> was worked out in great detail. 	<ul style="list-style-type: none"> • <i>спичка.</i> • <i>План действий</i>
<p>2. <u>an indefinite pronoun</u> [A/an]</p>	<p><u>Indefinite pronouns:</u> <i>один, какой-то, некий</i></p>	<ul style="list-style-type: none"> • I know <i>a</i> girl who can do the washing for you. 	<ul style="list-style-type: none"> • <i>одну</i>
<p>3. <u>a numeral one</u></p>	<p><u>A numeral one:</u> <i>один</i></p>	<ul style="list-style-type: none"> • He drank everything <i>in a trice</i>. 	<ul style="list-style-type: none"> • <i>одним духом/ разом/ в один прием.</i>
<p>4. <u>a demonstrative pronoun</u></p>	<p><u>A demonstrative pronoun:</u> <i>тот, этот, такой</i></p>	<ul style="list-style-type: none"> • What are your objections to <i>the</i> proposal? • This is <i>an</i> approach not everyone will agree to. 	<ul style="list-style-type: none"> • <i>это</i> • <i>такой</i>
<p>5. <u>emphasis</u></p>	<p><u>Lexical means:</u> <i>superlative degree of an adjective; тот самый; все тот же; тот, которого...; второй; новый; сам; целый; новый, etc.</i></p>	<ul style="list-style-type: none"> • Dickens in general estimation was <i>the</i> English story-teller. • It is <i>a</i> division, not <i>the</i> division of the domain of linguistics. • As the weeks 	<ul style="list-style-type: none"> • <i>самым выдающимся</i> • <i>одна из</i> • <i>не единственно правильная.</i>

		<p>passed, she watched as the strange Willie she had come to love, became less strange a Willie who could laugh.</p> <ul style="list-style-type: none"> • Even a Malcolm could not put things right. • a Ronaldo, <p>definitely a good player.</p>	<ul style="list-style-type: none"> • • •
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WAYS OF TRANSLATING THE PASSIVE VOICE INTO RUSSIAN

In the English language the passive construction is used much more often than in Russian, as in the former more classes of verbs can be used in the passive form (*see Table 1*). That is the reason why there exist *more* ways of its translation into Russian (i.e. not only by the passive form). Beside these ***grammatical reasons*** translators are often guided by *stylistic*, *semantic* and *logical* reasons: to preserve the logical stress of an English sentence.

e.g.

<p>These fears <i>were reiterated</i> by the representative of the</p> <p>said the closure would cause much hardship.</p>	<p><i>высказал</i></p>
---	------------------------

DIFFICULTIES in translation from English into Russian:

1. *Different* classes of *verbs* in both the languages are used in the passive (*see Table 1*).

THE PASSIVE VOICE IS USED WITH THE FOLLOWING CLASSES OF VERBS:

Verbs	These Verbs Take	In English	In Russian
Transitive	Direct Object	+	+
Intransitive	Indirect Object	+	–
Intransitive	Prepositional Object	+	

scene.

произвело

4) She **was** greatly *affected by* the scene.

была под сильным воздействием от

5) She **was** greatly *affected by* the scene.

была поражена

3. Some Russian verbs *cannot be used* in the Passive because of their *semantics* (meaning).

e.g. *давать, предоставлять, etc.*

4. English verbs formed *by conversion* (e.g. *to water, to knife, to machine-gun, to wireless*) present a special difficulty in translating, as they do not have a Russian equivalent. In this case we resort to lexical means (to adding words in particular); and the verb is rendered by its active form.

e.g.

He *was pitchforked* into the post of Minister of Health.

неожиданно вознесло

There are 4 main ways of translating the Passive Voice into Russian:

1. **by the Russian *Passive Voice*** (consisting of the verb *быть*+ краткая форма причастия страдательного залога; or the verb *быть* may be omitted)

e.g.

The experiment *was made* by a famous scientist.

был произведен

America *was discovered* by Columbus.

(была) открыта

NB! Such phraseological expressions as *to make use of, to pay attention to, to make attempts* used in their passive form in English can be also translated into Russian with the passive. In this case, as a rule, Russian sentences start with the predicate.

e.g.

Use was made of the following examples.

Были использованы

Attempts were made to draw their attention to it.

Были сделаны

2. **by the Russian *Active Voice***

In this case the Russian *subject* is most often placed at the end of the sentence to avoid the shift of the logical center in the English sentence, when the stress is put on the subject of the action (WHO), but *not* the action itself (WHAT).

e.g.
 America was discovered *by Columbus*. *Колумб.*
 NB! A number of **transitive verbs in English correspond to intransitive verbs in Russian** (see *DIFFICULTIES, point 2*) that cannot be translated by the passive constructions, and thus are rendered by the Active Voice. The same is true to most English **phraseological expressions**.

e.g.
 Soon his boat *was lost sight of*. *исчезла из виду.*
 Steerforth *was looked up to* by all the boys. *смотрели снизу вверх.*

Sometimes when rendering the English Passive form we resort to *lexical means*.

e.g.
 Thousands of London press workers *have been urged* by their branches to Parliament against the wage-freeze. *призвали*

3. by the Russian *reflexive verbs* (verbs in *-ся*)

e.g.
 The research *was done* a few years ago. *проводилось*
 The experiment *was made* by a famous scientist. *производился*
 Houses *are* usually *built* of stone. *строятся*

4. by the *indefinite-personal* sentences (неопределенно-личные предложения).

This way of translating is possible only if **the doer of the action** (the one introduced by the preposition *by*) is **not mentioned**.

e.g.
 Houses *are* usually *built* of stone. *строят*

Examples of English verbs used in the passive and translated into Russian by the indefinite-personal sentences:

English Verbs	English Sentences	Russian Translations
<p>English ditransitive verbs <i>to accord, to advise, to allow, to ask, to award, to deny, to envy, to forbid, to forgive, to give, to grant, to offer, to order, to pay, to prescribe, to promise, to refuse, to show, to teach, to tell, etc</i> and a number of transitive verbs (see the examples in <i>DIFFICULTIES, point 2</i>) are used in the Passive Voice in English.</p> <p>NB! In Russian translation the English subject corresponds to the <u>Russian indirect object</u>.</p>	<p><u>He</u> was granted ten</p> <p><u>His offers</u> are always refused.</p>	<p>___ дали</p> <p>_____</p> <p>отказываются.</p>
<p>In English the Passive is possible with intransitive verbs used with the prepositions (see the examples in <i>DIFFICULTIES, point 1</i>).</p> <p>NB! The preposition is placed at the end of the English sentence, while in the Russian sentence it occupies the position <u>before</u> the word that is the English subject.</p>	<p>At last an agreement was arrived <u>at</u>.</p> <p>The article is often referred <u>to</u>.</p>	<p>пришли <u>к</u></p> <p><u>На</u> ссылаются.</p>
<p>The <i>subject of the English</i> passive predicate corresponds to the <i>Russian adverbial modifier</i>. This is the case with the intransitive verbs to live and to sleep with the preposition in.</p>	<p>The bed was not slept <u>in</u>.</p> <p>The room is not lived <u>in</u>.</p>	<p>___ не спали.</p> <p>___ не живут.</p>
<p>The following verbal phraseological units can be used in the Passive Voice: <i>to find fault with (придираться, находить недостатки), to lose sight of (терять из виду), to make fun of, to make use of, to pay attention to, to put an end to, to set fire to, to take notice of, to take care of</i>.</p>	<p>The poor child was always being found fault <u>with</u>.</p>	<p>___ придирались.</p>
<p>The English constructions introduced by impersonal It (e.g. <i>It is believed assumed/ considered/ regarded that..</i>).</p>	<p><u>It</u> was believed (thought, considered) <u>that</u></p> <p>It was thought that everything was over.</p>	<p>Думали (считали, полагали), ___</p> <p>Думали,</p>

MODAL VERBS

Every language has its own peculiar means of expressing modality, both lexical and grammatical. In English, for example, a vast usage is made of *modal verbs*; while in Russian the system of modal verbs is *not* so developed and the speaker resorts to a great variety of modal words and particles, and modal-temporal verb forms as well. One should bear in mind that *English modal verbs possess a wide range of meanings*, and thus the final decision on the choice of the proper way of translation can be made only after a thorough analysis of the whole *context*.

There are several ways of translation of English modal verbs into Russian. They are translation by means of:

1. modal verbs;
2. modal words and expressions;
3. adding modal particles (*ведь, хоть, мол, дескать, де, якобы, будто бы, etc.*);
4. omitting modal verbs.

CAN / COULD

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. physical or mental ability	Indefinite Infinitive		He can't walk much, but he can ride perfectly.
2. possibility a) due to circumstances	Indefinite Infinitive		I can't lend you any money. I
b) due to ability			I couldn't talk because I had such a splitting headache.
c) according to the existing laws			You can vote at 18.
d) theoretical possibility			To earn more money you can take up several jobs.
3. request, asking for permission <i>[informal]</i> [CAN!]	Indefinite Infinitive		Can I take an apple, <u>please</u> ?
4. a polite request [COULD!]	Indefinite Infinitive		Could I possibly use your pen, <u>please</u> ?
5. surprise, astonishment	mostly Indefinite Infinitive or Perfect Infinitive (to		Can/ Could it be true? Can/ Could he be telling a lie? Can/ Could he have told a lie?

	refer the action to the past)		
6. incredulity, doubt	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)		It can't be true. He can't (couldn't) be telling lies. It can't be that he is telling a lie. What can they be laughing at, I wonder? What/ Where/ How/ Why <i>can</i> I can't/ couldn't help laughing. I can't/ couldn't help but laughing. [<i>bookish</i>] I can't (help) but agree. He can't (couldn't) possibly do (have done) it.
7. unreality [COULD!]	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)		to come? He could give some advice to solve the problem.
NB! In the following cases we resort to <u>lexical</u> means of translation: e.g. He was <i>as drunk as</i> (drunk) <i>could be</i> . _____. They were <i>as pleased as</i> (pleased) <i>could be</i> . _____.			
NB2! Modal verbs <i>can, could</i> are not translated in Russian if they are followed by verbs of sense perception (<i>to see, to feel, to smell, to taste, etc</i>). e.g. He <i>could hear</i> her answer. <i>слышал</i> _____.			
NB3! <i>To be able to</i> is used with the same meanings in the future (will be able to) and may be used in the past (was/were able to).			

MAY / MIGHT

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1.permission a) asking for permission <i>[very formal]</i>	Indefinite Infinitive		May I use your phone? No,
b) refusing to give permission <i>[formal, very often used in notices]</i>			You may not walk your dog in the park!
c) giving permission <i>[formal, very often used in notices]</i>			Luggage may be left here.
2. possibility due to circumstances	Indefinite Infinitive		In this museum you may/ can see some interesting things.

<i>[only in affirmative sentences]</i>			We may go abroad this summer.
3. supposition implying doubt <i>[sometimes MIGHT expresses greater reserve or uncertainty on the part of the speaker than MAY]</i>	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)		He may come. She may and she may not prove to be a riddle to you. The telegram may not have reached them. He may have been waiting. That was like her she had no foresight. Still who knew? she might be right.
4. pure reproach <i>[only MIGHT; more strong with Perfect Infinitive]</i>	Perfect Infinitive (to make the reproach stronger) or Indefinite Infinitive		You might lend me a razor. You might <i>have told</i> me!
5. unreal possibility	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)		He might have been taken for George. I might have slipped on a banana skin. It might have been worse. We might as well stay at home. I may/ might
NB! The expressions <i>to be allowed</i> and <i>to be permitted</i> , which have the same meaning, can be used to supply the missing forms of the verb <i>may</i> .			

MUST

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. obligation, necessity (from the view, with no freedom of choice) a) due to circumstances <i>[NB! = HAVE TO NB2! The absence of necessity is expressed by NEED NOT.]</i>	Indefinite Infinitive	; ; ;	He must earn money. - Must I go there tomorrow? Yes, you must. (No, you
b) arising out of the nature of man and consequently inevitable			All experience tended to show that man must die.
2. a command, an	Indefinite		You must leave the room at

urgent (emphatic) request or an invitation, prohibition	Infinitive		once! Books must not be written in. You must come to see me every vacation.
3. asking about the person's will/wish	Indefinite Infinitive	; ; ; ; – [the notional verb is translated by the infinitive]	Must I bring all the books tomorrow? Must I go to the bank now?
4. insistent/ strong advice	Indefinite Infinitive		see it! must
5. probability or supposition (bordering on assurance, almost a conviction) <i>[NB! Used in affirmative sentences only!</i> <i>NB2! In negative sentences use modal word EVIDENTLY!</i> <i>NB3! To refer to the future use the modal word PROBABLY or the modal expression TO BE LIKELY!]</i>	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)	-	Think how he must be suffering! What a comfort you must have been to your blessed mother! Is she still waiting? She must have been waiting for an hour.

HAVE TO / HAVE GOT TO

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. obligation, necessity due to circumstances <i>[≈ TO BE OBLIGED]</i>	Indefinite Infinitive		Every employee of the firm knew that if director demanded a report they had to give it. Have you got to do all this work yourself?
2. adequacy; emphatic negation	Indefinite Infinitive		One has only to read the business journal to see the real origin of this war. And if there has ever been a copy of the Daily Worker that has been more handed around than that one I have yet to see it.
NB! <i>Have got to</i> is often used in colloquial and especially in American English. It is used in the			

Present Indefinite tense only.
There is tendency in Modern English to use *got + Infinitive* in the same meaning.

TO BE TO

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. a weakened order as the result of an arrangement which is not to be discussed	Indefinite Infinitive		You are to go straight to your room. You are to say nothing of this to anyone.
2. an arrangement or agreement, part of a plan	mostly Indefinite Infinitive or Perfect Infinitive (to show that the action was not carried out)		We were to meet at the entrance of the theatre at a quarter to eight. We were to have met at the entrance of the theatre at a come.
3. possibility [\approx CAN]	Indefinite Infinitive Passive (<i>unless it is a question beginning with HOW</i>)	--	For a long time neither was to be seen about their old haunts. How are they to know that you are well connected if you do not show it by your costume?
4. something thought of as unavoidable	Indefinite Infinitive	(--	Alice wanted them to be friends. But evidently, it was not to be . I went about brooding over my lot, wondering almost hourly what was to become of me.
NB! Sometimes when it is used after <i>if</i> it has the meaning of the verb <i>to want</i> and is consequently translated as <i>хотеть</i> . e.g. If we are to remain friends you must tell me the truth.			
NB2! The Russian questions <i>Как мне быть?</i> <i>Что мне делать?</i> Are rendered in English by the modal expression <i>What am I to do?</i>			

SHOULD / OUGHT TO

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. obligation (a moral obligation or duty) [<i>OUGHT is more common</i>]	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past and to show that the obligation was not carried out)		You ought to be helping your mother with your salary and not squandering your money. You ought to know this rule better. Promises of that kind should never be broken.

<p>2. advisability [<i>SHOULD</i> is more common]; criticism or regret of past action</p>	<p>mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past and to show that the obligation was not carried out)</p>		<p>You should <i>be</i> more careful. You should <i>have asked</i> him about it. You should <i>have wrapped</i> the CD. You ought to <i>have done</i> it earlier. You should/ ought to <i>have asked</i> me before taking my bike.</p>
<p>3. something which can be naturally expected</p>	<p>mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)</p>		<p>ought to be in prime condition still. should be amusing.</p>
<p>NB! <i>Should</i> always shows some personal interest whereas <i>ought</i> is more matter-of-fact.</p>			

SHALL

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
<p>1. prediction</p>	<p>Indefinite Infinitive</p>	<p>-- [<i>verb in the future tense</i>]</p>	<p>shall see you next week. Can we find our way home? shall.</p>
<p>2. compulsion or strict order [with the 2nd and 3rd persons]</p>	<p>Indefinite Infinitive</p>	<p>-- [<i>verb in the future tense</i>]; [<i>emphatic words and particles</i>]; [<i>has a strong stress</i>]</p>	<p>By God, you shall do nothing of the sort!</p>
<p>3. offer, suggestion [with the 1st and 3rd persons; in interrogative sentences]</p>	<p>Indefinite Infinitive</p>	<p>-- [<i>verb in the future tense</i>]</p>	<p>Shall I get your coat for you? Shall we go for a swim tomorrow?</p>
<p>4. threat or warning [with the 2nd and 3rd persons]</p>	<p>Indefinite Infinitive</p>	<p>-- [<i>verb in the future tense</i>]; [<i>has a weak stress</i>]</p>	<p>Just wait you'll regret this! shall never see me</p>
<p>5. promise [with the 2nd and 3rd persons]</p>	<p>Indefinite Infinitive</p>	<p>-- [<i>verb in the future tense</i>]; [<i>has a weak stress</i>]</p>	<p>was an accident. You shall not be punished. I shall make you happy, see if I shall do what you want, spend what you like.</p>

WILL / WOULD

MEANING (FUNCTION)	FORM OF THE INFINITIVE	TRANSLATION	EXAMPLES
1. prediction	Indefinite Infinitive	-- [<i>verb in the future tense</i>]	It will rain soon. Will the prices rise again next year?
2. volition	Indefinite Infinitive	by emphatic intonation (most often);	I will speak! I won't be turned out! I have right to get pleasure out of life: and I will get it, cost what it may. You may laugh <i>if</i> you will but I was sure I should see her there. She was going away and would not say where she was going.
3. persistence	Indefinite Infinitive	by emphatic intonation; ', etc.	will tell door, it will not open. I asked him not to bang the door, but he would do it.
4. a polite request [WILL]			Will you have a cup of tea?
5. supposition	mostly Indefinite Infinitive or Perfect Infinitive (to refer the action to the past)		Many of those participating in the summit will have considered that it had far more serious The people who live in that remote place would be the only ones to expect a change.
NB! <i>Will</i> is used to refer the action to the past or future. <i>Would</i> is used to refer the action to the past.			

THE INFINITIVE (a non-finite form of the verb – the verbal)

The Infinitive is a non-finite form of the verb which has characteristics of the noun, adjective, adverb and verb.

In Modern English the Infinitive has the following **forms**:

Voice	The Infinitive	Examples	Denotes an action
Active	Indefinite	I am glad to meet you.	<i>simultaneous with the action expressed by the finite verb</i> , so it may refer to the present, past or future
	Continuous	It was pleasant to be breathing fresh air	<i>simultaneous with the action expressed by the finite verb</i> , but it is an action <i>in</i>

		again.	<i>progress</i>
	Perfect	to have seen you. I <i>meant to have gone</i> there. (= I had meant to go there.)	<i>prior to the action expressed by the finite verb</i> NB! After such verbs as <i>to mean, to expect, to intend, to hope</i> used in the Past Indefinite, the Perfect Infinitive shows that the hope or intention was <i>not carried out</i> .
	Perfect Continuous	For about ten days we seemed to have been living on nothing but cold meat, cake and bread and jam.	<i>which lasted a certain time before the action of the finite verb</i>
Passive	Indefinite	It is so glorious to love and to be loved . <i>There's nothing to fear (to be feared).</i>	<i>simultaneous with the action expressed by the finite verb, so it may refer to the present, past or future</i> NB! In sentences with the construction <i>there is</i> the Infinitive of some verbs can be <i>active or passive without any change in the meaning</i> .
	Perfect	Judy was happy to have been sent to college to continue her education.	<i>prior to the action expressed by the finite verb</i>

Both in English and in Russian the Infinitive performs many functions. But the number of the *forms* of the Infinitive and their *usage* in both the languages *vary*, what causes certain **difficulties** in translation. For instance, in Russian there are no forms that correspond directly to the English Continuous Infinitive, the Perfect Infinitive and the Perfect Continuous Infinitive or such specific Infinitive constructions as the Objective-with-the-Infinitive Construction, the Subjective Infinitive Construction and the for-to-Infinitive Construction. These are the reasons of different existing **ways of translating** the Infinitive into Russian, which basically may be united into two groups. They are:

1. preserving the infinitive;
2. making certain grammatical and lexical transformations.

- I. The infinitive is rendered into Russian by the infinitive if in English it is used in the syntactic function of the *object, adverbial modifier, attribute* or of the *predicative*.

e.g.

I would rather *not speak* upon the subject.

не говорить

But in the majority of such cases the whole structure of the sentence undergoes some modifications. For example:

- grammatical transformations on changing the word order:
e.g.

There was nothing *to be astonished at*. *Удивляться*

- grammatical transformations on substitution of parts of the sentence (e.g. transformation of the English subject into the Russian object):
e.g.

He is *supposed* to have it. _____ *полагается*
It is not *for* us *to decide*. _____ *решать*.

Sometimes the Russian infinitive is introduced by conjunction *чтобы*:

e.g.

This story was told *to get him go* to the station. *чтобы заставить его отправиться*

II. The Infinitive is rendered into Russian by the finite form of the verb.

- First of all these are the cases with a so called *infinitive of further action*.
e.g.

He woke up *to find out* *обнаружил*

- They also include sentences with the words *the last* and the like or with *ordinal numerals* followed by the Infinitive in the function of an attribute.
e.g.

He was the first *to raise* the question. *поставил*

- Combination of the verb *to fail* with the Infinitive reports the unfortunate attempt to perform some action.

e.g.

The negotiators failed *to come* to an agreement. _____ *не пришли*

- After the words *likely, unlikely, sure, certain* the action expressed by the Infinitive usually refers to the future.

e.g.

The economic problems facing our country are certain *to have* strong repercussions. _____ *будут иметь*

III. The Infinitive is rendered into Russian by the subordinate clause introduced by conjunctions *что, как, чтобы; то, как* etc.

e.g.

He wanted me to come. _____ *пришел.*

The delegation is reported to have left.

_____ *выехала.*

The question will be discussed at the conference shortly to open in London.

_____ *открывается*

for her to do it.

_____ *сделала.*

This question is too difficult to be settled.

He heard her deny it.

_____ *отрицала*

Independent Nominative Construction, which is usually placed at the end of the sentence, is rendered into Russian by the sentence introduced by conjunction *причем*.

e.g.

They offered the buyers oil, delivery to be made in October.

_____ *должна*

IV. The Infinitive is rendered into Russian by the participle, noun with preposition, adjective.

e.g.

The report to be delivered at the conference is of primary importance.

_____ *подлежащие публикации*

Parenthetical phrases as *to tell the truth, to be frank, to put it mildly, to put it in a nutshell, to say the least, to say nothing of* are translated by participial constructions or clauses with the infinitive *по правде говоря, если говорить правду, не говоря уже о* etc.

e.g.

To cut a long story short, they split up. *Короче говоря*

He was rude, to say the least.

_____ *чтобы не сказать больше.*

V. The Infinitive is not translated into Russian at all, for instance, the Infinitive in the function of an *attribute*.

e.g.

He had no objections to make.

**SYNTACTIC FUNCTIONS OF THE INFINITIVE AND WAYS OF THEIR
TRANSLATION INTO RUSSIAN**

Syntactic Function	Means of Translation	English sentence	Russian sentence
Subject	1. infinitive	<i>To acquire</i> knowledge is <i>It</i> is useless <i>to discuss</i> the question.	<i>Приобретать</i> <i>обсуждать</i>
	2. noun	Even <i>to think</i> of it gave him ineffable torture.	<i>мысль</i>
	3. clause	<i>To be recognized, greeted</i> by some local personage afforded her joy which was very great.	<i>Когда ее узнавал и приветствовал</i> -
Object	1. infinitive	I want <i>to have</i> a two-week rest. He found <i>it</i> utterly impossible <i>to leave</i> the spot.	<i>отдохнуть</i> <i>покинуть</i>
	2. clause	I heard <u>him</u> <i>speak</i> .	<i>как __ выступал.</i>
Part of a compound nominal predicate a) a predicative b) part of a predicative	1. infinitive (the verb ___ is either translated by words <i>заключается/ состоит в том, чтобы</i> or omitted in translation if it is in the present tense form)	(a) The aim of our research work <u>is</u> <i>to find</i> the necessary data.	_____ <i>найти</i>
		(a) The problem <u>is</u> <i>to do</i> everything without delay.	(a) _____ <i>сделать</i>
		(a) The abode of Mrs. Betty <u>was</u> not easy <i>to find</i> . (b) Judy was by nature a sunny soul and she <u>was</u> <i>pleasant to deal with</i> .	(a) _____ <i>найти.</i> (b) _____ <i>иметь дело.</i>
Part of a compound verbal predicate a) Part of a compound verbal modal predicate	1. infinitive	(a) We <u>must</u> not <i>leave</i> him by himself any longer.	(a) _____ <i>оставлять</i>
		(a) She <u>might</u> <i>have told</i> me John was going to be there.	(a) _____ <i>сказать</i>
		(b) They gradually <u>ceased</u> <i>to talk</i> .	(b) _____ <i>разговаривать.</i>

b) Part of a compound verbal aspect predicate	2. finite verb (with a parenthetical phrase expressing modality)	(a) Some evidence <u>could</u> <i>have survived</i> through these years. (a) He <u>must</u> <i>have been</i> here he left a note for you.	(a) _____ (a) _____
Attribute	1. attributive clause with the <u>verbal modal</u> predicate expressing <u>possibility</u> or <u>obligation</u>	The report <i>to be delivered</i> at the conference is of primary importance. Tess was no insignificant creature <i>to toy with and dismiss</i> . Here is a charming little cottage <i>to spend</i> the summer in.	который <u>должен</u> <i>быть представлен</i> с которым <u>можно</u> <i>поиграть и бросить</i> . в котором <u>можно</u> <i>провести</i>
	2. <u>modality</u> can be rendered lexically	The reports <i>to be published</i> were already on the desk. Here is a nice book <i>to read</i> before going to bed.	<u>подлежащие</u> <i>публикации</i> <i>хорошо</i> <i>почитать</i>
	3. clause with the <u>verbal predicate</u> in the <u>future tense</u>	Bathsheba was not a woman to suffer in silence.	которая <u>стала</u> <i>страдать</i>
	4. finite verb in the tense form corresponding to that of the verb <i>to be</i> (after the words <i>the first, the second, the last</i>)	He <u>was</u> <u>the first</u> <i>to offer</i> his hand to me.	_____, <i>кто</i> (который) <i>протянул</i>
	5. participle, adjective, noun with preposition (rarely)	This is the only conclusion <i>to be drawn</i> from this report. <u>The first</u> person <i>to terminate</i> the debates <u>was</u> the chairman himself.	<i>вытекающий</i> _____, <i>прекратившим</i> _____

	6. infinitive (chiefly after abstract nouns)	I have not had <u>time</u> to examine this room yet.	_____ <i>осмотреть</i>
Adverbial Modifier a) of purpose [can be introduced by <i>in order</i> and <i>so as</i>] a) of consequence (result) [chiefly occurs after adjectives modified by the adverbs <i>enough, too, so...as</i> and nouns modified by <i>such...as</i>] c) of comparison (manner) [introduced by the conjunctions <i>as if, as though</i>] d) of attendant circumstances [the infinitive can be preceded by adverb <i>never</i> or particle <i>only</i>]	1. infinitive introduced by the conjunctions (<i>для того, чтобы</i>)	(a) <i>To master</i> a foreign language you have to work hard. (b) Now he is <u>too</u> tired to give us an account of his trip. (b) This method is not accurate <u>enough</u> to produce any definite results. (b) He was not <u>such</u> a man as to break his promise.	(a) Чтобы/ Для того чтобы выучить (b) чтобы рассказывать (b) для того чтобы дать - (b) чтобы нарушить
	2. finite verb in the co-ordinate clause introduced by conjunctions и, но	(d) She succeeded to be promoted to find out that she did not need it. (d) At the age of seventeen the boy left for South Africa <u>never</u> to return home. (d) Mr Burton managed to get to Tarumi at half past twelve <u>only</u> to learn his	(d) и <i>обнаружила</i> (d) и <i>не возвращался</i> (d) но <i>узнал</i>
	3. finite verb in the subordinate clause introduced by conjunctions который, что	(b) He was not <u>such</u> a man as to break his promise. (b) Mr Burton was <u>so</u> cruel as to send a man to death.	(b) который мог нарушить (нарушил) (b) что мог послать
	3. infinitive introduced by the conjunction чем	() She seemed more anxious to listen to the problems of others than discuss her own.	чем (нежели) говорить

	4. infinitive introduced by the conjunction <i>как будто, будто бы</i> and preceded by finite verbs of intention (e.g. <i>хотеть, собираться, намереваться</i>)	() He opened his mouth wide as if <i>to speak</i> .	будто бы <i>хотел</i> - <i>сказать</i> .
Parenthesis	1. participial construction	<i>To tell the truth,</i> nuisance.	<i>По правде говоря,</i>
	2. clause with infinitive	<i>To sum it up,</i> it is extremely difficult to find some sensible solution to this matter.	<i>Если подвести итог,</i>

INFINITIVE CONSTRUCTIONS

In Modern English we find the following predicative constructions with the infinitive:

- 1) the Objective-with-the-Infinitive Construction
- 2) the Subjective Infinitive Construction
- 3) the for-to-Infinitive Construction

CONSTRUCTION	WAYS OF TRANSLATION	EXAMPLES	
THE OBJECTIVE-WITH-THE-INFINITIVE CONSTRUCTION	<p>1) The <i>infinitive</i> as a of the Objective-with-the-Infinitive Construction is translated into Russian by the <i>predicate</i> of the <u>subordinate clause</u> introduced by conjunctions <i>что, чтобы, как</i> etc. (Thus an English simple sentence is transformed into a Russian complex sentence.)</p> <p>NB! The verb <i>to suffer</i>, when followed by the Objective-with-the-Infinitive Construction, is rendered in affirmative sentences by <i>неохотно разрешать, позволять (скрепя сердце)</i>. In negative sentences it is rendered by <i>допускать</i>. The verb <i>to have</i> denotes permission only in negative sentences; it is very close in meaning to the verb <i>to suffer</i> and is translated in the same way.</p>	<p>a) <u>seen</u> <i>him lose his temper</i> or <i>get angry</i> about anything.</p> <p>b) I <u>know</u> <i>you to be the most honest, spotless creature that ever lived.</i></p> <p>c) She <u>declared</u> <i>him to be the most disobedient child in existence.</i></p> <p>d) He <u>intended</u> <i>me to go with him to India.</i></p> <p>e) I <u>dislike</u> <i>you to talk</i> like that.</p> <p>f) Mr. Merdle <u>ordered</u> <i>his carriage to be ready</i> early in the morning.</p> <p>g) I cannot <u>get</u> <i>her to finish</i> her lessons.</p> <p>h) Mr. Dombey <u>suffered</u> <i>Florence to play</i> with Paul.</p>	<p>a</p> <p><u>чтобы</u> он вышел</p> <p>-</p> <p>b <u>что</u> Вы самое чистое и безупречное</p> <p>-</p> <p>c <u>что</u> это</p> <p>d <u>чтобы</u> я поехала</p> <p>e <u>когда</u> Вы говорите.</p> <p>f <u>чтобы</u> экипаж был готов</p> <p>g <u>чтобы</u> она закончила</p> <p>h</p>

		<p>Флоренс играть</p> <p>i) I _____ <i>have you speak</i> like it, dear Tess!</p>	<p>i _____, <i>чтобы</i> Вы так говорили,</p>
2) The infinitive <i>to be</i> in the Objective-with-the-Infinitive Construction is most often omitted in translation. In this case a Russian sentence remains simple. However, there are some other cases of preserving simple structure of the sentence as well.	<p>a) We considered <i>this decision to be</i> the best one.</p> <p>b) The bombings at night <i>made the old walls shake</i> to their foundations.</p> <p>c) She had never <i>allowed the name of John Gordon to pass her lips</i>.</p> <p>d) The noise caused her awake.</p>	<p>a _____ <i>это</i> <i>решение</i></p> <p>b _____ <i>старые</i> <i>стены содрогались</i></p> <p>c _____ <i>позволяла себе</i> <i>произносить</i></p> <p>d _____ <i>проснулась</i> <i>заставил ее</i> <i>проснуться.</i></p>	

<p>THE SUBJECTIVE INFINITIVE CONSTRUCTION THE SUBJECTIVE INFINITIVE CONSTRUCTION</p>	<p>1) Sentences with the Subjective Infinitive Construction are translated into Russian indefinite personal sentences. Besides, they can be translated using parenthesis; the infinitive of the construction becomes the predicate either of a complex or of a simple sentence.</p> <p>2) Sentences with the word-groups <i>to be likely, to be sure, to be certain</i> are rendered in Russian by a simple sentence with a modal word.</p> <p>3) This construction is used with the following pairs of synonyms: <i>to happen, to chance (literary); to prove, to turn out</i>. And is translated into Russian by a finite verb.</p>	<p>a) <i>Edith is said to resemble me.</i></p> <p>b) <i>They are known to have won.</i></p> <p>c) <i>Their team seems to have won.</i></p> <p>d) <i>The rider was seen to disappear in the distance.</i></p> <p>e) <i>This fire is certain to produce a panic in the morning.</i></p> <p>f) <i>Only yesterday we happened to see Soames Forsyte.</i></p> <p>mother <u>had chanced</u> to look into her room.</p> <p>h) The experiment <u>proved (turned out)</u> to be a failure.</p>	<p>a) <u>Говорят, что</u> Эдит похожа</p> <p>b) <u>Известно, что</u> они одержали победу. / Они, <u>как известно</u>, одержали победу.</p> <p>c) <u>Кажется, что</u> их команда одержала победу. / Их команда, <u>кажется</u>, одержала победу.</p> <p>d) <u>Видно было, как</u> всадник скрылся</p> <p>e) <u>пожар</u> <u>бесспорно</u> вызовет</p> <p>f) <u>мы</u> <u>случайно</u> встретили</p> <p>g) _____ заглянула</p> <p>h) _____ <u>оказался</u> неудачным.</p>
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<p>THE FOR-TO-INFINITIVE CONSTRUCTION</p>	<p>The for-to-Infinitive Construction is translated into Russian by a subordinate clause (most often introduced by conjunctions <i>чтобы, для того чтобы</i>) or by an infinitive.</p>	<p>a) He had even had a comfortable house <i>for her to live in</i>.</p> <p>b) I sometimes think it is a shame <i>for people to spend</i> so much money this way.</p> <p>c) There was really nothing <i>for him to do</i> but what he had done.</p> <p>d) It is <i>for you to decide</i> whether to come or not.</p>	<p>a где <i>она могла бы жить.</i></p> <p>b <i>тратить</i></p> <p>c не <i>оставалось делать,</i></p> <p>d) <i>Вам решать,</i></p>
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THE GERUND (a non-finite form of the verb – the verbal)

FORMS OF THE GERUND	Active	Passive
Indefinite	writing	being written
Perfect	having written	having been written

Simple form of the Gerund is rendered into Russian in different ways depending on its syntactic function:

Subject	Predicative	Object	Attribute	Adverbial Modifier
<ul style="list-style-type: none"> • noun • infinitive 		<ul style="list-style-type: none"> • infinitive • noun • subordinate clause 	<ul style="list-style-type: none"> • infinitive • noun • subordinate clause 	<p>(depending on the preposition it follows)</p> <ul style="list-style-type: none"> • past form of an adverbial participle () (e.g. • noun (e.g. after • subordinate clause (e.g. after • negative form of an adverbial participle; combinations: noun; + infinitive, etc.
<p><i>Keeping</i> promises to the foreign bankers means <i>breaking</i> the election promises made to the British people.</p>	<p>If the Minister wants to avert a dock strike he had better stop <i>attacking</i> the dockers and start <i>twisting</i> the arms of the main and stubborn employers.</p>	<p>He succeeded in <i>removing</i> all the obstacles.</p>	<p>He had a feeling of <i>being watched</i>.</p>	<p>On <i>arriving</i> there he wanted to send a telegram.</p> <p>They promised not to undertake any actions without <i>consulting</i> their partners.</p>
<p><i>Выполнить</i></p> <p><i>нарушить</i></p>	<p><i>нападки</i></p>	<p><i>устранить</i></p>	<p><i>что за ним наблюдают.</i></p>	<p><i>прибытии</i></p>

	оказывать серьезный нажим	-		не проконсультировав- шись (без консультации)
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- **The Perfect Gerund and Passive forms of the Gerund** are most commonly rendered into Russian by means of a subordinate clause.
e.g. He regretted now *having come*. , *что пришел*.
- **A gerundial construction** is nearly always rendered in Russian by a subordinate clause, generally introduced by *то, что; тем, что; как, etc.*
e.g. I insist on George s coming in time. ,
- The combination **“there is no” + Gerund** – by an indefinite-personal sentence.
e.g. There is no denying that danger may be averted by this move.
- After the expression **“far from”** by (+ finite form of the verb), ;
(+ infinitive (+ adverbial participle)
e.g. Far from being a triumph, it was the most ignominious surrender in modern
diplomacy. ,

PARTICIPLES (non-finite forms of the verb – verbals)

ACTION \	PRIOR	SIMULTANEOUS	REFERRING TO NO PARTICULAR TIME
Participle I Indefinite	With some verbs of sense perception and of motion*	+	+
Participle I Perfect	+		
Participle II	+ (more frequently)	+	+

- Examples of verbs of sense perception and of motion: *to see, to hear, to come, to arrive, to seize, to look, to turn.*
e.g. Hearing a footstep below he rose and went to the top of the stairs.

SYNTACTIC FUNCTIONS OF PARTICIPLES

Function	Ways of translation	Participle	Sentence Patterns	Translation
Attribute	<ul style="list-style-type: none"> • Russian present or past participle • attributive clause 	Participle I Participle II	<p>They passed a resolution <i>calling</i> for a world peace conference.</p> <p>They turned into the large conservatory beautifully <i>lit up</i> with Chinese lamps.</p>	<p><i>призывающую</i></p> <p><i>освещенную</i></p>
Predicative	<ul style="list-style-type: none"> • adjective • verb • participle 	Participle I (seldom) Participle II	<p>The effect of the words was <i>terrifying</i>.</p> <p>The inner gate was <i>locked</i>, and the lodge <i>closed</i>.</p>	<p><i>страшным.</i></p> <p><i>заперты</i></p> <p><i>закртыо.</i></p>
Adverbial Modifier	<ul style="list-style-type: none"> • adverbial participial construction • subordinate clause • independent sentence 	Participle I Participle II	<p><i>Commenting</i> last night on the plan he warned them of the critical situation which might develop.</p> <p><i>Having been</i> a little in that line myself, I understood it.</p> <p><i>When questioned</i></p>	<p><i>Комментируя</i></p> <p><i>Так как я сам раньше некоторое время работал</i></p>

			Annie had implied that she was anxious about her brother-in-law. Her spirit, <i>though crushed</i> , was not broken.	<i>Когда стали расспрашивать,</i> <i>Хотя она и была подавлена</i>
Parenthesis	<ul style="list-style-type: none"> • adverbial participial construction • subordinate clause (with conjunction <i>если</i>) 	Participle I	<i>Considering</i> the increase in import prices the volume decrease was considerably greater.	<i>Если учесть (учитывая)</i>

PREDICATIVE CONSTRUCTIONS WITH THE PARTICIPLE

1. The Objective Participial Construction
2. The Subjective Participial Construction
3. The Nominative Absolute Participial Construction
4. The Prepositional Absolute Participial Construction

Participial Construction	Function	Ways of translation	Participle	Sentence Patterns	Translation
Objective	Complex Object	<ul style="list-style-type: none"> • subordinate clause (object) • adjective • finite form of the verb or Infinitive + object 	<ul style="list-style-type: none"> • Participle I Indefinite Active • Participle II 	The mayor <i>wants it done</i> quickly. You can get <i>your clothes made</i> in Europe.	<i>чтобы это было сделано</i> <i>заказать себе платья</i>
Subjective	1st component subject, 2nd part of a compound verbal predicate	<ul style="list-style-type: none"> • subordinate clause (NB! The principal clause of the complex sentence is 	<ul style="list-style-type: none"> • mostly Participle I 	<i>The horse was seen descending</i> the hill.	<i>как лошадь спускалась</i>
Nominative Absolute	Adverbial Modifier	<ul style="list-style-type: none"> • subordinate clause (adverbial) 	<ul style="list-style-type: none"> • Participle I • Participle II 	<i>The light having been put out</i> , Robert went to bed. <i>This duty completed</i> ,	<i>Когда потушили свет,</i> <i>Когда эта работа была закончена,</i>

				he got extra pay.	-
(Prepositional) Absolute	Adverbial Modifier	<ul style="list-style-type: none"> • coordinate clause • adverbial participial construction <p>is omitted in Russian translation.</p>	<ul style="list-style-type: none"> • Participle I • Participle II 	The girl was sitting still, <i>with her eyes fixed</i> on the ground.	<i>опустив глаза</i>

ABSOLUTE CONSTRUCTIONS WITHOUT A PARTICIPLE

1. The Nominative Absolute Construction
2. The Prepositional Absolute Construction

Construction	Function	Ways of translation	Sentence Patterns	Translation
Nominative Absolute	Adverbial Modifier	<ul style="list-style-type: none"> • subordinate clause (adverbial) • coordinate clause • adverbial participial construction • noun (+ 'c') 	<i>Dinner over,</i> they returned home. There he stood, <i>his face to the south-east, his cap in his hand.</i>	<i>Когда закончился ужин,</i> <i>повернувшись к юго-востоку, с шапкой в руке.</i>
Prepositional Absolute	Adverbial Modifier	<ul style="list-style-type: none"> • coordinate clause • adverbial participial construction 	I found him waiting for me, <i>with roses in his hand.</i>	<i>; в руках у него были розы.</i>

PARTICIPLES USED AS CONJUNCTIONS

provided, granted ; ; , ;
 seeing

PARTICIPLES USED AS PREPOSITIONS

given
 failing ;
 regarding, considering, respecting ;
 pending ; ;
 following

GLOSSARY

A

account rendered

Unpaid amount recorded in a statement of account, details of which were in a previous statement.

advice note

Document or message informing a customer that a consignment is on its way to them.

advising bank

Bank in a seller's country that advises the seller that a letter of credit has been issued in their favour, and may also guarantee it.

agency

Company that provides a service.

agent

Person or company that acts on behalf of a principal, buying or selling goods for them.

agent bank

Bank

will hand the shipping documents over to the buyer either when the buyer pays the bank in a *documents against payment* transaction (D/P) or when he or she 'accepts', say, a bill of exchange in a *documents against acceptance* (D/A) transaction. Agent banks are also used in letters of credit transactions in a similar way.

air waybill

Document that gives information about goods sent by air, and states whether the buyer or seller is responsible for insurance.

all risks (AR)

Type of insurance policy that provides cover against all risks except those listed in the policy.

and (& Co.

Abbreviation for *and company*, used in company names.

appendix

Section of a document, e.g. a report, that contains additional information and is attached to the end.

AR

Abbreviation for *all risks*.

Arbitration

Settling a dispute by means of a third party who is independent of the others rather than by a court of law.

as at

Up to this date.

as per

According to.

assessor

Person who estimates the value of damage to property for insurance purposes.

asset

Anything of value owned by a company that can be sold off.

attachment

Separate document attached to an email message. Icons indicating attachments form part of the header information.

attention line

Phrase indicating who a letter is for, e.g. *For the attention of the Managing Director.*

average adjuster

Assessor specializing in marine insurance claims.

B

backlog

A number of jobs waiting to be done, and which are late, e.g. orders to be filled.

bad debt

Debt that is not likely to be paid.

balance

Difference between the totals of money coming into and going out of a bank account.

Baltic Exchange

An international exchange for freight and shipping, based in London.

bank charges

Fees charged by a bank for handling transactions.

bank draft

Cheque that a bank draws on itself and sells to a customer.

bank transfer

Movement of money from one bank account to another.

b.c.c.

Abbreviation for *blind carbon copy*, used at the end of copies of a letter or in the header information of copies of an email message to indicate that they are being sent to other people without the named recipient knowing.

B/E

Abbreviation for *bill of exchange*.

beneficiary

Person who receives money from, e.g. an insurance policy or pension scheme.

benefit payment

Payment made from a pension fund or a life assurance policy.

bill of exchange (B/E)

Method of payment where the seller prepares a bill in the buyer's name ordering them to either pay the amount when the bill is presented, or a specified number of days, e.g. thirty or sixty days, afterwards.

bill of lading (B/L)

Shipping document that gives details of a consignment, its destination, and the consignee. It entitles the consignee to collect the goods on arrival.

blind carbon copy (b.c.c.)

Similar to carbon copy (c.c.), only there is no indication on the copy of the letter or message sent to the named recipient that copies are being sent to other people.

B/L

Abbreviation for *bill of lading*.

blocked style

Style of writing, e.g. an address, in which each line starts directly below the one above.

box number

Number given in a newspaper advertisement as part of the address to which replies should be sent.

brochure

Similar to a catalogue, but usually shorter.

broker

Person or organization that buys and sells goods, shares, or insurance, for others.

budget

Plan of income and expenditure for a particular period of time, e.g. a year.

building society

Type of organization originally set up in the UK to provide mortgages, but now offering a wide range of services similar to those offered by commercial banks.

bulk buyer

Business or organization that buys goods in large quantities, e.g. a supermarket chain.

bulk carrier

Ship that carries very large quantities of freight without packing, e.g. grain, coal.

bulk consignment

Consignment of goods carried in large amounts and without packing, e.g. grain, coal.

bullion market

Market dealing in gold or silver in bars.

buying agent

Agent who buys goods on behalf of a principal and receives a commission. Buying agents can also act as forwarding agents, clearing goods through customs and sending them on to their clients.

buying house

Group of buying agents.

C**cabotage laws**

Laws that allow a means of transportation, e.g. ship, aircraft, to pick up goods from one country and transport them to another for trade.

CAD

Abbreviation for *cash against documents*.

career summary

Short profile or description of the subject at the beginning of a cv.

carbon copy

(c.c.) Exact copy of a letter or email message sent to people other than the named recipient. They are listed at the end of a letter or in the header information of an email message.

c.c.

Abbreviation for *carbon copy*, used at the end of a letter or in the header information of an email message to indicate that it is being sent to other people.

carriage forward (CF)

Condition of sale where the customer pays for the transport of the goods.

carriage paid (CP)

Condition of sale where the seller pays for the transport of the goods.

cash against documents (CAD)

A transaction when the *agent bank* presents *shipping documents* to the buyer and asks him or her to pay for the shipment before the shipping documents are handed over to the buyer.

cash card

Card issued by a bank or building society to an account holder that enables him or her to withdraw cash from a cash dispenser.

cash discount

Amount taken off the usual selling price of goods when they are paid for by cheque or cash.

cash on delivery (CoD)

Condition of sale where the buyer pays immediately the goods are delivered.

catalogue

Book or booklet giving details of goods or services offered by a company, usually with a price list.

certificate of origin

A document that shows where goods were made.

C/F

Abbreviation for *carriage forward*.

CFS

Abbreviation for *container freight station*.

chamber of commerce

Association of business people formed to protect their interests and provide services, e.g. supplying information and setting up recognized standards of trading.

charter

To hire a means of transport, e.g. a ship or aircraft.

charter party

Contract for chartering a ship.

cheque card

Card issued by a bank or building society to an account holder guaranteeing that their cheques will be honoured up to an agreed limit.

CIM

Abbreviation for *rail consignment note*.

circular letter

Letter, either advertising or offering a product or service, circulated to a large number of companies or individuals.

claimant

Person who makes a claim for compensation from an insurance company.

claused

Term used on a bill of lading to indicate that goods were damaged or incomplete when taken on board.

clean

Term used on a bill of lading to indicate that goods were taken on board in good condition.

clean bill

Bill of exchange without any accompanying documents.

clear(A)

To pay an account. (B) To pass goods through customs.

clearing agent

Person or organization that clears goods through customs.

clearing bank

Another term for *commercial bank*.

closed indent

Order that states the source from which the buying agent must buy.

CMR

Abbreviation for *road consignment note*.

CoD

Abbreviation for *cash on delivery*.

combined transport bill of lading

Another term for *multimodal bill of lading*.

commercial agent

Person or company that acts on behalf of a manufacturer, selling their goods to retailers.

commercial bank

Type of bank that deals mainly with private customers and small companies in domestic and international transactions.

commercial invoice

A document that will include the name and address of the seller and buyer, the terms of delivery and payment and a description of the goods being sold. There is a standard SITPR document, which exporters can use.

commission

Charge for handling a transaction.

commission agent

Another term for *commercial agent*.

commodity market

Market in which raw materials and certain manufactured goods (e.g. coffee, copper) are bought and sold in large quantities by brokers and dealers.

compensation

Money paid by an insurance company for damage, loss, or injury.

compliments slip

Small piece of paper with a company's details on it, and possibly the name of the person sending the slip. Used as a covering note for a longer document.

complimentary close

Phrase used at the end of a letter, before the signature, e.g. *Yours faithfully*, *Yours sincerely*.

comprehensive cover

Insurance cover against most risks.

confirmed letter of credit

to the seller that they will guarantee payment for the goods, thus reducing the risk of the buyer/importer not paying the seller/exporter.

confirming bank

Another term for *advising bank*.

confirming house

Agency that receives orders from overseas, places them, and arranges for packing, shipping, and insurance.

consequential loss insurance

Insurance against loss of money as the result of an accident.

consignee

Person or organization to which goods are sent by a consignor.

consignment

Quantity of goods sent to supply an order.

consignment basis

Basis on which an agent is employed to resell goods for a commission, e.g. as a distributor.

consignment note

Document sent with goods, giving details of the goods and sender. It is signed by the person who receives the goods to prove they have arrived.

consignor**consolidation**

When small consignments from different exporters are loaded into a single container.

consolidation services

When shippers or forwarding agents load small consignments from different exporters into a single container.

consular invoice

Invoice, or stamp on a commercial invoice, issued by the consulate in the importing country which gives permission for goods to be imported.

consulate Branch of an embassy that protects the commercial interests of the country it represents.

container

Very large metal box in which goods are packed for transportation.

container freight station (CFS)

Container depot for imports.

container waybill

Document that gives information about goods sent by container, and states whether the buyer or seller is responsible for insurance.

contract

Agreement, with legal force, made between two or more people.

correspondent bank

Bank that acts as an agent for another bank.

counterfoil

Part of a cheque or paying-in slip which can be detached and kept as a record.

courtesy title

Title such as *Mr*, *Mrs*, or *Dr* used before a person's name.

cover(n)

Insurance; (vb) Provide insurance.

cover note

Document that provides cover until the insurance certificate is prepared.

covering letter

Letter accompanying a document or goods, explaining the contents.

C/P

Abbreviation for *carriage paid*.

credit(n)

Sum of money paid into a bank account; (vb) To record in a bank account a sum of money paid in.

credit card

Card, issued by a bank or finance company, that guarantees payment for the goods or services the cardholder buys. The cardholder pays the card issuer at a later date.

credit facilities

Means of allowing credit, e.g. payment by bill of exchange, open account facilities.

credit note

Document informing a customer of money owed by a supplier for faulty or returned goods. It can only be used to buy goods from the supplier.

credit rating

Evaluation of the creditworthiness of an individual or company.

credit status

Creditworthiness of an individual or company.

credit terms

Rules involved in making a payment, e.g. allowing a certain amount of time, signing a contract, paying by bill of exchange.

credit transfer

Transfer of money from one bank account to another.

creditworthy

Capable of paying off the credit offered.

crossed

Term used to describe a cheque or postal order that has two lines drawn across it to show that it must be paid into an account and not cashed.

current account

Account into which the customer can pay money, and draw it out, without giving notice.

curriculum vitae (CV)

Document describing a person's qualifications, work experience, and interests, usually sent with a job application.

CV Abbreviation for curriculum vitae.

D

D/A

Abbreviation for documents against acceptance.

days after sight (D/S)

The number of days within which a bill of exchange must be paid after presentation.

DC

Abbreviation for documentary credit.

dealer

Person who buys and sells shares, goods, or services to make a profit.

debit (n)

Sum of money paid out or owed from a bank account; (vb) To record in a bank account a sum of money paid out or owed.

debit card

Card issued by a bank that enables payment for goods and services to be taken from the

debit note

Document informing a customer of money owed for goods or services supplied.

declaration form

Form used when an open cover policy is in operation to provide details of individual shipments to the insurer.

default

To fail to do something required by law, e.g. repay money owed, keep to the terms of a contract.

del credere agent

Agent who guarantees customers' debts.

del credere commission

delivery note

Document sent with goods to a customer. It is signed by the person who receives the goods to prove they have arrived.

department of trade

Government department that provides services to industrial and commercial organizations.

deposit account

Type of savings account that requires notice before money can be taken out.

dispatch note

Document sent with a consignment, giving details of what it contains and any missing items that will be sent later.

direct debit

Similar to a standing order, except the amount is specified by the payee.

discount (a B/E)

To sell a bill of exchange to a bank at a percentage less than its value.

Dishonor

To refuse to pay (e.g. a cheque or bill of exchange) because there is not enough money in the account.

distributor

Person or company that buys goods from a manufacturer and then sells them to retailers.

documentary credit (DC)

Letter of credit that requires the seller to supply shipping documents to obtain payment from a bank.

document of title

Document that allows someone to claim the goods specified on it, e.g. a bill of lading.

documents against acceptance (D/A)

When a bank will not release shipping documents until a bill of exchange has been signed (accepted) by the person receiving the goods.

documents against payment (D/P)

When a bank will not release shipping documents until a bill of exchange has been paid by the person receiving the goods.

D/P

Abbreviation for *documents against payment*.

draw (on)

(A) To write a cheque that instructs a bank to make a payment to another person or organization

(B) To write a bill of exchange demanding payment from a person or organization.

drawee

Person who must pay a bill of exchange (e.g. the buyer).

drawer

Writer of a bill of exchange, who draws the bill on the drawee (e.g. the buyer).

D/S

Abbreviation for *days after sight*.

Due

Arriving or docking in (a destination port), e.g. *due Hong Kong*.

due date

Date by which an account should be settled.

E**E and (&) OE**

Abbreviation for *errors and omissions excepted*.

endorse(vb)

To transfer a cheque or bill of exchange to someone else by signing it on the back.

errors and omissions excepted (E & OE)

Phrase written or printed at the end of an invoice or statement of account to indicate that the seller has the right to correct any mistakes in it.

estimate

Price given for work to be done or a service to be provided.

eurobond market

Market dealing in bonds issued by European governments.

eurocheque

Cheque from a European bank that can be cashed at any bank in the world displaying a eurocheque sign.

ex-

From (a vessel or port of departure), e.g. *ex-SS Orianna, ex-Hamburg*.

exclusive agent / agency

Another term for *sole agent / agency*.

executor

Person or organization appointed by the maker of a will to carry out its terms.

F**factor**

Agent who buys and sells for another organization, but in his or her own name.

factoring

Process whereby a company buys the outstanding invoices of a manufacturer's customers, keeps the accounts, and then obtains payment.

FCL

Abbreviation for *full container load*.

fidelity bond

Guarantee against an employee stealing money from a company.

financial year

Period used by companies for accounting and tax purposes. In the UK, from 6 April to the following 5 April.

force majeure

Term used in insurance policies meaning an outstanding or unusual event, e.g. a violent storm, an earthquake.

foreign bill

Term used in the UK for a bill of exchange drawn, or payable, in another country.

foreign exchange

Money in a foreign currency.

foreign exchange market

Market dealing in foreign currencies.

forwarding agent

Person or organization that conveys goods to their destination. Forwarding agents are involved in the logistics of transportation, finding the most effective and economical route.

freight account

Invoice sent by a shipping company to an exporter.

full container load (FCL)

Consignment from a single exporter that fills a container.

G

general average sacrifice

Term used in marine insurance to refer to cargo that has been deliberately thrown overboard, e.g. flammable goods in the case of fire.

giro

System for transferring money from one bank to another.

gross price

Price of goods including additional costs such as transport, insurance, and purchase tax.

groupage

Another term for consolidation.

groupage rates

Rate for container shipments when different consignments are put together in a single container.

guarantee

(A) A promise that if something goes wrong with a product, the seller will repair it; (B) A promise to repay another's debt.

guarantor

H

handling charge

Freight company's charge to an exporter for dealing with the documentation for a consignment.

house air waybill

Air waybill issued to an individual consignee when consignments have been consolidated.

I

IATA

Abbreviation for *International Air Transport Association*.

ICD

Abbreviation for *inland clearance depot*.

IMO

Abbreviation for *international money order*.

Inc.

Abbreviation for *incorporated*, used in company names.

incorporated

American term for public limited company.

incoterm

Term established by the International Chamber of Commerce (ICC) indicating which price is being quoted to the customer.

indemnify

To promise to protect someone against money lost or goods damaged.

indemnity

A promise to protect someone against money lost or goods damaged.

indent

Order from another country.

inherent vice

Term used in insurance policies meaning something in the content or nature of goods which causes deterioration, e.g. fish or fruit can go bad, metal can oxidize.

inland bill

Term used in the UK for a bill of exchange payable in the country in which it is drawn up.

inland clearance depot (ICD)

Depot where goods are collected and sent on to their final destination.

inside address

Address of the person a letter is written to.

instructions for dispatch form

Consignors fill out this form for transport companies or forwarding agents so the details of the consignment, e.g. contents, packing, measurements, and its departure and arrival dates and places can be put on the relevant transport documents, e.g. the waybills or consignments notes.

insurance certificate

Document that an insurance policy is written on.

insuree of interest

Insurance against making a business mistake.

insurance of liability

Insurance of responsibility for loss or damage, e.g. a company's responsibility to compensate employees for injury at work.

intermodal

Another term for *multimodal*.

International Air Transport Association (IATA)

Association of major airlines that meets regularly to agree on routes and charges for their services.

international bank draft

Cheque that a bank draws on itself and sells to a customer, who then sends it to a supplier in another country.

International Chamber of Commerce (ICC)

Association of business people that promotes and protects their interests in business affairs.

international money order (IMO)

Money order bought from a bank to send to someone in another country.

International Underwriting Association (IUA)

Body responsible for Institute Cargo Clauses.

invoice

List of goods or services that states how much must be paid for them.

irrevocable

letter of credit Letter of credit that can only be cancelled with the agreement of the seller.

issuing bank

Bank that issues a letter of credit.

L

L/C

Abbreviation for *letter of credit*.

LCL

Abbreviation for *less than full container load*.

less than full container load (LCL)

Small consignment that does not fill a container and can therefore be shipped in the same container as other consignments.

letter of credit (L/C)

Document issued by a bank on a customer's request that orders an amount of money to be paid to a supplier.

letter of indemnity

Letter issued by an exporter accepting responsibility for goods lost or damaged during shipping.

letterhead

Printed address of the sender, in the UK usually at the top of the page.

life assurance

Form of insurance providing for the payment of a specified sum to a named beneficiary if the policyholder dies.

limited liability

Company in which the shareholders are only responsible for the capital they have contributed if the company goes bankrupt.

line

Particular item made or sold by a company.

Lloyd's of London

An association of underwriters and insurance brokers.

Ltd

Abbreviation for *limited liability*, used in company names.

long-term credit facilities

Credit facilities that allow a buyer a long period of time to pay.

loyalty discount

Amount taken off the usual selling price of goods when they are sold to a regular customer.

M

make up

To put together, e.g. an order.

merchant bank

Type of bank that specializes in international trade and finance, and deals mainly with large organizations.

mortgage

A loan for which property is the security.

movement certificate

Usually called a EUR1. This is a customs certificate completed by the exporter and countersigned by Customs to obtain a preferential duty rate for goods coming into the EU from an outside country. It has preferential duty rates with the EU country, e.g. countries that were part of the Lome Agreement could get a special duty rate.

multimodal

Used to describe units for transportation, e.g. containers, that can be transferred between different systems, e.g. truck, train, and ship.

multimodal bill of lading

Bill of lading covering more than one means of transport, e.g. road and sea.

mutual

Description of a company or institution in which there are no shareholders and in which all profits are distributed to policyholders or members.

N**negotiable document**

Document, e.g. a bill of lading, that can be bought or sold.

negotiable securities

Securities that can be exchanged for goods, money, etc.

net invoice value

Value of an invoice without extra charges such as shipping.

net price

Price of goods without additional costs such as transport, insurance, and purchase tax.

new issue market

Market dealing in new share issues.

non-conference ship

Ship that is not a member of the Shipping Conference and does not travel on scheduled routes.

non-exclusive agent / agency

Person or organization that sells the products of a manufacturer alongside other agents in a particular country or area.

non-negotiable waybill

Waybill that cannot be bought or sold.

non-recourse factoring

Buying up an outstanding invoice and claiming the debt from the customer.

O**on approval**

Term used for goods sent to possible customers to look at or use before buying them.

online banking

Using the Internet to transact bank business.

on their own account

In their own name.

open account facilities

Account in which a customer is given an agreed period of time, e.g. three months, to pay for goods.

open cover policy

Type of marine insurance policy that provides cover for all shipments made by the policyholder over an agreed period, e.g. six months.

open indent

Order that allows the buying agent to buy from any source they choose.

option Right to hire a ship.

out of charge note

Note issued by customs when goods have been cleared.

outstanding *Unpaid.*

overdraft

Loan made by a bank to an account- holder, enabling them to take out more money than is in their account.

overdraw

To take out more money than there is in a bank account.

overhead

A regular cost of running a company, e.g. wages, rent.

P**packing list**

List of goods being sent. This repeats some of the information on a bill of lading, but is a separate document.

p and(&) p

Abbreviation for *postage and packing.*

paying-in slip

Printed form used by an account holder to record cash or cheques paid into a bank account.

payload

The part of a cargo that earns money for the shipping company.

per pro

For and on behalf of.

PLC

Abbreviation for *public limited company*, used in company names.

postage and packing (p&p)

Charge for postage and packing goods to be sent to a customer.

postal order (UK)

Document bought from a post office that represents a certain amount of money. It is a safe way of sending money by post.

p.p.

Abbreviation for *per pro*,

letter is signed on behalf of someone else, e.g. a personal assistant signing on behalf of a manager.

premium

Payment made to an insurance company in return for cover.

primary source

In research, source of first-hand information such as an interview or questionnaire.

principal

Person or organization that hires an agent or broker to buy or sell goods for them.

private bank

Similar to a commercial bank, but owned by one person or a partnership and therefore a much smaller organization.

pro forma invoice

Invoice sent in advance of the goods ordered.

promissory note

Document in which a buyer promises to pay a seller a certain amount of money by a certain date.

proposal form

Form completed by a person taking out an insurance policy that states what is to be insured, how much it is worth, how long the policy will run, and under what conditions it is to be effected.

prospectus(A)

Similar to a catalogue, but issued by a school or college; (B) Document published by a company, giving details of a new share issue.

protest

To take legal action to obtain payment, e.g. of an outstanding bill of exchange.

public limited company (PLC)

Company whose shares can be bought and sold by the public.

Q

quantity discount

Amount taken off the usual selling price of goods because the buyer is purchasing a large quantity.

quarterly report

Report published every three months.

quarterly statement

Statement of account sent to a regular customer every three months.

quotation

Price given for work to be done or a service to be provided.

R

rail consignment note (CIM)

Consignment note sent with goods by rail.

receipt

A document showing that goods have been paid for.

recourse factoring

Similar to non-recourse factoring, but claiming the debt from the manufacturer if the customer cannot pay.

referee

Person who writes a reference (sense B).

reference

(A) Figures (e.g. date) and / or letters (e.g. initials of sender) written at the top of a letter to applicant's character and suitability for the job.

remittance

Payment.

retailer

Person or company that buys goods from wholesalers or manufacturers to sell to the public.

revocable letter of credit

Letter of credit that can be cancelled.

road consignment note (CMR)

Consignment note sent with goods by road.

S

SAD

Abbreviation for *single administrative document*.

sale or return

Term used when the supplier agrees to take back any goods that the retailer cannot sell.

salutation

Opening of a letter, e.g. *Dear Sir / Madam*.

savings account

Account with a bank or building society for personal savings. Interest rates are higher than on other types of account, and therefore there are usually restrictions on when money can be drawn out.

SCP Abbreviation for *simplified clearance procedure*.

secondary source

In research, source of information such as a book or a report.

securities

Items or investments, e.g. shares, that can be bought and sold on a stock exchange.

settle

(vb) To pay an account.

settlement

Payment of an account.

ship

To send goods by any method of transport, i.e. by road, rail, or air as well as by sea.

shipbroker

Agent who arranges the transport of cargo by ship.

shipment

Consignment.

shipped bill of lading

Bill of lading signed when goods are already on board a ship.

shipped clean on board

Phrase indicating that the bill of lading was clean, i.e. the goods were taken on board in good condition.

Shipping Conference

International organization of shipowners that sets prices for transporting goods or passengers on scheduled routes.

shipping documents

The documents used for shipping goods, and usually including - depending on the type of transport - *Bill of Lading* (or *Airway Bill*), *commercial invoice*, *insurance certificate* and any other customs documents that may be required in the shipment, e.g. Health Certificate (for food), EUR1 to get preferential tariffs, Certificate of Origin, etc.

shipping mark

Distinctive mark put on the sides of crates and boxes indicating who they belong to.

sight bill

Another term for *sight draft*.

sight draft

Bill of exchange that must be paid immediately it is presented.

signature block

(A) Name and job title typed below a handwritten signature at the end of a letter; (B) Sender's details that appear below his / her name at the end of an email message.

simplified clearance procedure (SCP)

Customs clearance procedure used in the European Union to make documentation easier for exporters and agents.

single administrative document (SAD)

Eight-part set of customs forms for export declarations, used in the European Union.

sole agent / agency

Person or organization that is the only one allowed to sell the products of a manufacturer in a particular country or area.

sole trader

Person who owns and runs a business on their own.

specific indent

Another term for *closed indent*.

specimen signature**standard shipping note**

Document completed by the exporter that gives information about a consignment. It is used as a delivery note or receipt.

standby letter of credit

Bank guarantee to the seller that they will be paid

standing order

Order to a bank to pay someone a specified amount on a regular date, e.g. on the first of every month.

statement of account

List of amounts paid and owed sent by a supplier to a customer.

stock exchange

Market where stocks and shares are bought and sold.

stop (a cheque)

To instruct a bank not to honour a cheque.

subject title

Phrase indicating what a piece of correspondence is about, e.g. *CDs damaged in post*. In a letter it is placed directly after the salutation; in a fax or email it forms part of the header information.

subrogation

Insurer's right to claim damaged goods for which they have paid compensation.

subsidiary

Company of which at least half the share capital is owned by a larger company, but which may trade under its own name.

syndicate

Group of people or companies who work together to make money.

T**take legal action**

To hand over a matter, e.g. nonpayment of a bill, to lawyers.

tanker

Ship that carries liquid bulk consignments, usually oil.

Tariff

List of prices charged for goods or services.

telegraphic transfer (TT)

Quick method of transferring money to an account abroad. The sender's bank cables the money to the receiver's bank.

tender

Written estimate, usually for a large job.

term draft

Bill of exchange that must be paid on a particular date after goods have been sent.

terms of payment

Terms the buyer and seller agree regarding discounts, methods of payment, shipment, and documentation.

through bill of lading

Another term for *multimodal bill of lading*.

time charter

Charter that lasts for a period of time, e.g. six months.

title

The legal right of possession.

to account

Term used when part of a payment is made.

to order

Phrase used to indicate a negotiable document.

tonnage value

The cost per ton of cargo for chartering a ship under a *voyage charter*.

trade association

Organization that represents and promotes a particular trade.

trade discount

Amount taken off the usual selling price of goods when they are sold by a manufacturer or wholesaler to a retailer.

trade journal

Publication, usually weekly or monthly, specializing in a particular trade or profession.

trade price

Price paid for goods by a retailer to a wholesaler or manufacturer.

trade reference

Reference in which a person in one company gives their opinion as to the creditworthiness of another company in the same area of business.

traveller's cheque

Cheque for a fixed amount, sold by a bank, that can be cashed by the buyer in other countries.

trial order

Order, usually for a small quantity of goods, to test the market.

trustee

A person or organization that manages money for another person or organization.

TT

Abbreviation for *telegraphic transfer*.

tue

Unit of container stowage equal to one 20ft (6.1m) container.

turnover

Total business done by a company in a given period, e.g. a year.

U**under separate cover**

In a separate envelope or parcel.

underwriter

Person or organization that examines a risk and calculates the insurance premium to be charged.

unsolicited

Not asked for, e.g. an application for a post that has not been advertised.

unvalued policy

Type of insurance policy in which the value of the goods to be insured is not agreed in advance but assessed if loss should occur.

usance

Bill of exchange that is paid after a period of time.

V

VAT

Abbreviation for *Value Added Tax*.

Value Added Tax (VAT)

A UK purchase tax.

valued policy

Type of insurance policy in which the value of the goods to be insured is agreed in advance.

voyage charter

Charter for a particular voyage carrying a particular cargo.

W

wear and tear

Normal deterioration of something as it is used.

wholesaler

Person or company that buys goods from manufacturers and sells them to retailers.

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