

ДЕЛОВОЙ АНГЛИЙСКИЙ ЯЗЫК ДЛЯ ЮРИСТОВ

BUSINESS ENGLISH

Учебное пособие
для слушателей магистратуры
по направлению «Юриспруденция»

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Настоящее пособие предназначается для магистрантов по направлению подготовки «Юриспруденция». Цель данного пособия – последовательное обучение студентов грамматике и лексике делового английского языка на основе образовательных текстов, адаптированных для студентов-юристов.

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Предисловие

Настоящее пособие предназначается для слушателей магистратуры по направлению подготовки «Юриспруденция». Цель данного пособия – последовательное изучение правовой лексики на основе образовательных текстов, объединенных в семь тематических блоков: «Формы предпринимательства», «Управление компаниями», «Договорные отношения», «Трудовое право», «Деловое общение», «Виды деловой переписки», «Межкультурная коммуникация в деловом общении».

Виды заданий, предлагаемых в учебном пособии:

SCANNING – подробное изучение текста

QUESTIONS – вопросы к прочитанному тексту

AGREE OR DISAGREE – задание предполагает оценку соответствия предложений содержанию изученного материала; если предложение не соответствует действительности, то необходимо внести соответствующие изменения и дать исправленный вариант предложения

SUPPLEMENT FURTHER INFORMATION – задание, предполагающее поиск дополнительной информации по изучаемой проблеме

DEBATES – спорные суждения, выносимые для детального обсуждения темы и для обоснования студентами своей точки зрения по заявленной проблеме

KEY WORDS – ключевые слова по изученной теме; необходимо дать толкование каждого из них, используя материал прочитанных текстов

MAKE A REPORT – задание предполагает устное выступление с обобщающим докладом по пройденной теме с опорой на рекомендуемые пункты плана и использование фраз из Приложения 1.

Unit 1. Forms of Business Organization



1.1. SCANNING

Creation and Operation of a Sole Proprietorship

1. A sole proprietorship is a form of business that is owned and operated by one person. However, that owner may have any number of agents or employees. A sole proprietorship is the most common type of business and is the easiest to form. Typical sole proprietorships are repair shops, small retail stores, and service organizations.

2. A person who goes into business as a sole proprietor can choose to operate under his own name or under a fictitious name. In selecting a fictitious name, sole proprietors must not choose a company name already in use.

3. There usually are few formal requirements in establishing a sole proprietorship. However, some sole proprietorships, such as restaurants and motels, are required to have licenses to legally operate as businesses. Other sole proprietors, such as barbers or plumbers, must have occupational licenses as well as certain types of liability insurance.

4. Advantages of a sole proprietorship

Sole proprietorships offer specific advantages. These advantages include:

– Ease of creation: a sole proprietorship is the easiest form of business association to form. To create a sole proprietorship, a person needs only to begin the operation of the business.

– Total control: sole proprietorships offer business owners complete control over the operation of the business. All decisions are up to the sole proprietor. However, a sole proprietor is always free to seek the advice of experts such as accountants, attorneys, and financial planners.

– Retention of profits: the proprietor is entitled to keep all of the profits that the firm makes. Proprietors must still pay taxes on the profits that they make, however.

– One-time taxation of profits: sole proprietorships do not pay taxes as a business. Rather, the individual sole proprietor who owns the business pays taxes based upon his or her income.

5. Disadvantages of a sole proprietorship

Sole proprietorships have several disadvantages. They include:

– Limited capital: the business owner has limited access to capital. All money used to finance the business must come from the proprietor's savings or income, or from loans obtained by the proprietor.

– Unlimited liability: perhaps the biggest disadvantage of a sole proprietorship is unlimited liability. Unlimited liability means that the business owner is responsible for all losses experienced by the business.

– Limited human resources: as the only person responsible for the decisions that affect the business, a sole proprietor is subject to tremendous stress. This stress is multiplied when the owner must make decisions that are outside his or her areas of expertise. Even if he or she consults an expert in such cases, the decision-making responsibility still falls upon the owner.

– Limited lifetime: unlike a corporation, which has perpetual existence, a sole proprietorship lasts only as long as the proprietor does. When the proprietor dies or chooses to sell or close the business, the company no longer exists.



LEXIS

sole proprietorship – единоличное владение (форма владения, при которой все активы принадлежат одному владельцу)

business – предприятие, фирма

own – иметь на праве собственности, владеть

owner – владелец; собственник, хозяин

agent – представитель, посредник, доверенное лицо

employee – служащий, сотрудник, работающий по найму

proprietor – собственник, владелец; обладатель, хозяин

fictitious name – вымышленное имя

occupational license – разрешение на занятие определенной профессиональной деятельностью

advantage – преимущество

ease of creation – простота/лёгкость в создании

total control – полный контроль, полная подотчетность

be up to – зависеть от, быть в ведении

retention of profits – удержание/сохранение всех доходов

one-time taxation of profits – единовременное/разовое взимание налога на прибыли

disadvantage – недостаток

limited capital – ограниченное количество собственных средств владельца предприятия

access to – доступ к

savings or income – накопления или полученная прибыль

loan – заимствование, заём

unlimited liability – неограниченная ответственность

be responsible for – быть ответственным за что-либо, нести ответственность за

human resources – трудовые ресурсы, кадры

be subject to – зависеть от, подвергаться действию
decision-making – процесс принятия решения, выбор решения
fall upon – выпасть на чью-л. долю, доставаться
limited lifetime – ограниченный период существования
perpetual existence – бессрочное существование



1.2. QUESTIONS

1. How does a sole proprietorship begin?
2. What are the advantages of a sole proprietorship?
3. What are the disadvantages of a sole proprietorship?
4. What is a sole proprietorship?



1.3. AGREE OR DISAGREE

1. All sole proprietorships operate under fictitious names.
2. Like a corporation a sole proprietorship has perpetual existence.
3. Under the law a sole proprietor may not employ agents.
4. Unlimited liability is an advantage of a sole proprietorship.



1.4. SUPPLEMENT FURTHER INFORMATION on the topic “Sole proprietorship”.



1.5. SCANNING



Nature of Partnership Part 1

1. **Forming a general partnership.** When two or more competent parties combine their money, labor, and skills for carrying on a lawful business, they create a general partnership. The partners will share in the profits and losses arising from the undertaking. General partnerships can be formed in one of three ways: by agreement, by proof of existence, or by estoppel.

2. **By agreement.** Forming a general partnership by agreement requires the valid assent of all parties. Such an agreement is usually express and may be written or oral. However if a partnership is to last more than a year, it must be evidenced in writing. Following the same principle, a partnership formed to sell, buy, or lease real property must also be in writing. The partnership agreement is known as the articles of partnership.

3. There are many possible points of difference between partners, so the agreement should be clearly and fully explained. Some important issues that should be covered include the following:

- parties to the agreement

- specific nature, scope, and limits of the business
- planned duration of the business
- amount of each partner's original investment and procedures for future investments
- provisions regarding salaries, withdrawal of funds, and the division of profits
- terms under which a partner may withdraw from the partnership.

Form	Definition
Partnership by contract	Express agreement drawn up by partners Articles of partnership
Partnership by proof of existence	Individuals form partnership because of their method of doing business Sharing of profits is <i>prima facie</i> evidence
Partnership by estoppel	Third party led to believe a partnership exists No true partnership created

Figure 1. Partnership formation

4. **By proof of existence** Drawing up the articles of partnership is not the only way to form a partnership (see Figure 1). Sometimes a partnership can be formed because of the way that two or more people conduct their business together. Such a partnership is termed a partnership by proof of existence. The law provides a list of characteristics to determine whether a partnership actually exists. The sharing of profits is at the top of this list. If two or more people share the profits of a business venture, it will be difficult for them to deny that a partnership exists.

5. However, there are exceptions to the rule. A person may share profits and not be able to claim partnership status if the share that is paid is one of the following:

- repayment of a debt
- wages to an employee or rent to a landlord
- an annuity to the widow or the widower of a deceased partner
- interest on a loan
- consideration for the sale of a business.

6. **By estoppel.** If someone does or says something that leads a third party to believe that a partnership exists, then a court may treat the arrangement as a partnership by estoppel. This type of partnership is not a real partnership. It is a way for the court to prevent injustice because someone has relied on the words or actions of another party and has acted accordingly.

7. **Types of partners.** There are five types of partners: *general*, *secret*, *silent*, *dormant*, and limited (see Figure 2). Each of these partners is a co-owner of the business and has some liability for the debts of the firm.

Type of Partner	Participation in the Business	Relationship to the Public	Degree of Liability
General	Active	Known	Unlimited
Secret	Active	Unknown	Unlimited
Silent	Not active	Known	Unlimited
Dormant	Not active	Unknown	Unlimited
Limited	Not active	Known	Limited

Figure 2. Types of partners

8. Every partnership must have at least one general partner. In most firms, the partners are general partners. A general partner plays an active role in the management of the partnership and is publicly known as a partner. A general partner has unlimited liability for the firm's debts.

9. A secret partner is a general partner who has an active role in the management of the partnership, but whose connection with the partnership is kept a secret. A secret partner also has unlimited liability for the firm's debts.

10. A silent partner is a general partner who takes no active role in the management of the partnership. A silent partner is known publicly as a partner and has unlimited liability for the firm's debts.

11. A dormant partner is a general partner who takes no active part in the management of the firm and whose connection with the firm is kept secret. A dormant partner, however, has unlimited liability for the firm's debts.

12. In contrast, a limited partner is one whose liability does not extend beyond his or her investment. This liability arrangement is known as a limited partnership.



LEXIS

general partnership – полное товарищество, товарищество с неограниченной ответственностью, товарищество на вере
partner – компаньон; партнер; пайщик, участник това-

рищества

share in profits – иметь право на долю прибыли

undertaking – предприятие; дело
estoppel – лишение права возражения; эстоппель (лишение лица права ссылаться на какие-либо факты ввиду ранее им же сделанного заявления об обратном); процессуальный отвод (лишение одной стороны права отрицать истинность своего заявления, если на основе этого заявления другая сторона произвела определенные действия)
valid assent – юридически действительное согласие
written – письменный
oral – устный
evidenced – подтверждённый, засвидетельствованный
lease real property – арендовать недвижимое имущество
articles of partnership – договор об учреждении товарищества
points of difference – различия, расхождения
parties to the agreement – стороны соглашения
duration – срок действия
original investment – первоначальные капиталовложения
provision – условие, положение договора
withdrawal of funds – изъятие денежных средств, изъятие вклада
division of profits – распределение прибылей
terms – условия
withdraw from – выходить из состава
conduct one's business – вести свой бизнес
business venture – коммерческое предприятие
deny – отрицать
repayment of a debt – возврат долга
annuity – ежегодная выплата, установленная завещанием
widow – вдова
interest on a loan – процент по кредиту
consideration – денежное выражение по сделке
injustice – несправедливость
rely on – рассчитывать, доверять
general partner – главный партнер с неограниченной (имущественной) ответственностью, полный партнёр
secret partner – негласный член товарищества; мало известный компаньон
silent partner – компаньон, представляющий фирму, но активно не участвующий в ведении дел; компаньон-вкладчик
dormant partner – негласный член товарищества; пассивный компаньон
limited partner – партнер с ограниченной имущественной ответственностью
debts – долговые обязательства

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