



Međimursko veleučilište u Čakovcu

English Language in Business Communication 2

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UNIT 1

Business correspondence



“Speaking and writing are two main forms of communication, of sharing ideas and conducting business. Writing in particular has become the main form of business communication in the world. Most employers would argue that two of the most important skills they look for in hiring staff are the ability to think critically and to express clearly both orally and in writing. This has become even more crucial in today’s fast-paced E-world.” (Sincerely yours, Lj. Sedlan Konig, 2010)

Formal vs Informal

To start with

<http://www.englishvid.com/writing-letters-formal-informal-english/>



- ✓ Do the quiz
- ✓ Watch the video
- ✓ Fill in the table

Formal

Informal

etc.

TASK Example Letter 1

You want to sell your television. You think a friend of yours might like to buy it from you.

Write a letter to your friend. In your letter explain

Why you are selling the television

Describe the television

Suggest a date when your friend can come and see it

Example Letter 2

Your car insurance company has told you that they are going to increase the amount you have to pay in insurance for your car each month. You are not happy about this.

Write a letter to your insurance company. In your letter explain

Why you are writing to them.

Why you think the insurance should not be increased.

What you want them to do.

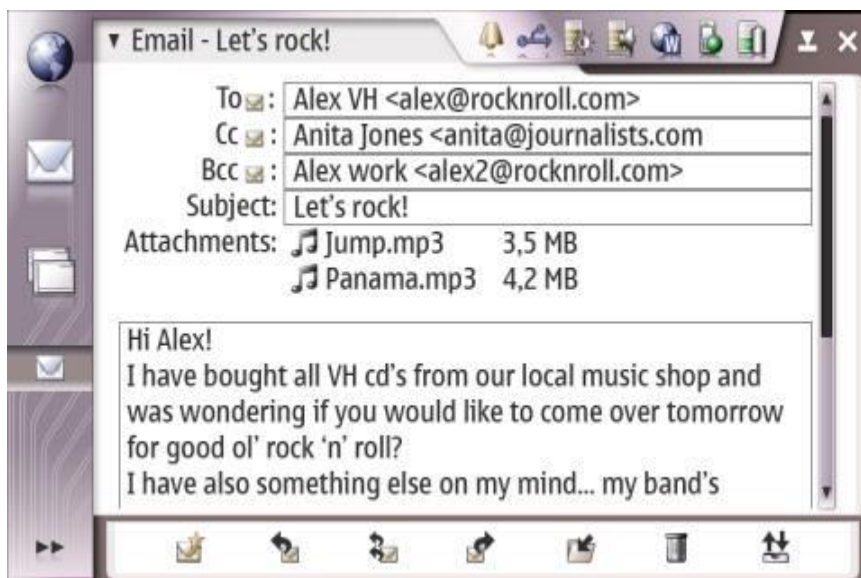
➤ Memos, faxes, emails, letters

_____ is fast, cheap and even though they tend to be formal the first couple of times, very quickly the style changes to friendly and informal.

_____ is a facsimile copy of a document. It is sometimes written or printed on special forms.

_____ is an internal mail within a company (usually emailed these days). The style depends on common practice and/or relationship.

➤ Email



Blind carbon copy _____

Documents added to the mail _____

Carbon copy _____

Recipient _____

a thing or person that is being discussed, described or dealt with _____

➤ **Letter**

1. 65 Market Street
Val Haven, CT 95135

2. Customer Service
Cool Sports, LLC
8423 Green Terrace Road
Asterville, WA 65435

3. 5, April 2018

4. Dear Sir or Madam

5. I have recently ordered a new pair of soccer cleats (item #6542951) from your website on June 21. I received the order on June 26. Unfortunately, when I opened it I saw that the cleats were used. The cleats had dirt all over it and there was a small tear in front of the part where the left toe would go. My order number is AF26168156.

To resolve the problem, I would like you to credit my account for the amount charged for my cleats, I have already went out and bought a new pair of cleats at my local sporting goods store so sending another would result in me having two pairs of the same cleats.

Than you for taking the time to read this letter. I have been a satisfied customer of your company for many years and this is the first time I have encountered a problem. If you need to contact me, you can reach me at (555) 555-5555.

6. Sincerely,

Signature
7. Ken Thomas

1.	5.
2.	6.
3.	7.
4.	

➤ **Fax message**

To: Media Market
Fax: 1 662 2367
From: Ruth Atkinson
Subject: Faulty products
Number of pages: 1

Please call if you experience any transmission problems

➤ Memorandum

A **memorandum** (abbrev.: memo) was from the Latin verbal phrase memorandum est, the gerundive form of the verb memoro, "to mention, call to mind, recount, relate", which means "It must be remembered (that)...". It is therefore a note, document or other communication that helps the memory by recording events or observations on a topic, such as may be used in a business office. The plural form of the Latin noun memorandum so derived is properly memoranda, but if the word is deemed to have become a word of the English language, the plural memorandums, abbreviated to memos, may be used.

➤ Writing Your Email



Use a neutral e-mail address. Your e-mail address should be a variation of your real name, not a username or nickname. Use periods, hyphens, or underscores to secure an e-mail address that's just your name, without extra numbers or letters, if you can.

Never use an unprofessional email address. No one will take you seriously if your reply-to is monsieur.harry.manback@slip'nslides.net.

Use a short and accurate subject header. Avoid saying too much in the subject header, but make sure it reflects the content of your email to a person unfamiliar with you. If possible, include a keyword that will make the email content easier to remember and/or search for in a crowded inbox. (e.g., "Meeting on March 12th").

Use a proper salutation. Addressing the recipient by name is preferred. Use the person's title (Mr. Mrs. Ms. or Dr.) with their last name, followed by a comma or a colon. Optionally, you can precede the salutation with "Dear..." Using a last name is more formal and should be used unless you are on first-name terms with the recipient. If you don't know the name of the person you're writing to (but you really should try and find one) use "Dear Sir/Madam" or "Dear Sir or Madam" followed by a colon.

Introduce yourself in the first paragraph (if necessary). Also include why you're writing, and how you found that person's e-mail address, or the opportunity you're writing about.

My name is Earl Rivers. I'm contacting you to apply for the administrative assistant position listed on CareerXYZ.com.

My name is Arlene Rivers. I am writing about the traffic citation I received on December 31, 2009. I obtained your e-mail address for the Westchester County Clerk website.

Write the actual message. Be sure to get your point across without rambling; if it's fluffed up, the reader may glance over the important details. Try to break up the message into paragraphs by topic to make your message more logical and digestible. The email should be no more than 5 paragraphs long and each paragraph should be no more than 5 sentences long. Insert a line break between

each paragraph; indenting isn't necessary and will likely be lost during the email transfer anyway.

Be sure to avoid informal writing.

Use the correct form of leave-taking. This will depend on your level of intimacy with the recipient. Examples include:

Yours sincerely,

Yours cordially,

Respectfully,

Best,

Sign with your full name. If you have a job title, include that in the line after your name, and write the company name or website in the line after that.

Proofread your message for content. Make sure you haven't omitted any important details (or repeated yourself). Reading your email aloud or asking someone to proofread it is a great way to get a different perspective on what you've written.

Proofread your message for spelling and grammar. If your email provider doesn't already provide spelling and grammar options for you, copy and paste your email into a word processor, revise it if necessary, and copy and paste it back into your email.

✓ **Match**

Comma	—
Semi-colon	-
Hyphen	,
Underscore	:
Colon	;

✓ **Explain/find synonyms of the following words:**

nickname
unprofessional
header
accurate
recipient
paragraph
indent
informal
omit
proofread

➤ Letter of Application

✓ **Fill in the blanks with the words listed below:**

document additional covering experience together
applying

Also known as a _____ letter, an application letter is a _____ that provides _____ information on an applicant's _____ and skill when _____ for a job. An application letter is sent _____ with the CV.

Introductory paragraph

State the purpose of the letter — to inquire about an employment opportunity.

Indicate the source of your information about the job — newspaper advertisement, a personal contact, or other.

State one eye-catching, attention-getting thing about yourself in relation to the job or to the employer that will cause the reader to want to continue.

Main body paragraphs

In the main parts of the application letter, you present your work experience, education, training — whatever makes that connection between you and the job you are seeking. Remember that this is the most important job you have to do in this letter — to enable the reader see the match between your qualifications and the requirements for the job.

There are two common ways to present this information:

Functional approach — This one presents education in one section, and work experience in the other. If there were military experience, that might go in another section. Whichever of these section contains your "best stuff" should come first, after the introduction.

Thematic approach — This one divides experience and education into groups such as "management," "technical," "financial," and so on and then discusses your work and education related to them in separate paragraphs.

Another section worth considering for the main body of the application letter is one in which you discuss your goals, objectives — the focus of your career — what you are doing, or want to do professionally. A paragraph like this is particularly good for people just starting their careers, when there is not much to put in the letter. Of course, be careful about loading a paragraph like this with "sweet nothings." (e.g. "I am seeking a challenging, rewarding career with an dynamic upscale company where I will have ample room for professional and personal growth")

Closing paragraph

In the last paragraph of the application letter, you can indicate how the prospective employer can get in touch with you and when are the best times for an interview. This is the place to urge that prospective employer to contact you to arrange an interview.

Background Details in the Application Letter

One of the best ways to make an application letter great is to work in details, examples, specifics about related aspects of your educational and employment background. Yes, if the resume is attached, readers can see all that details there. However, a letter that is overly general and vague might generate so little interest that the reader might not even care to turn to the resume.

In the application letter, you work in selective detail that makes your letter stand out, makes it memorable, and substantiates the claims you make about your skills and experience.

Take a look at this example, which is rather lacking in specifics:

As for my experience working with persons with developmental disabilities, I have worked and volunteered at various rehabilitation hospitals and agencies in Austin and Houston [*say which ones to inject more detail into this letter*]. I have received training [*where? certificates?*] in supervising patients and assisting with physical and social therapy. Currently, I am volunteering at St. David's Hospital [*doing what?*] to continue my education in aiding persons with developmental disabilities.

Now take a look at the revision:

As for my experience working with persons with developmental disabilities, I have worked and volunteered at ***Cypress Creek Hospital in Houston and Capital Area Easter Seals/ Rehabilitation Center and Health South Rehabilitation Hospital in Austin.*** I have received ***CPR, First Aid, and Crisis Intervention certificates from Cypress Creek Hospital.*** Currently, I am volunteering at ***St. David's Hospital assisting with physical therapy*** to persons with developmental disabilities in the aquatics department.

➤ Checklist of Common Problems in Application Letters

Readability and white space — Are there any dense paragraphs over 8 lines? Are there comfortable 1-inch to 1.5-inch margins all the way around the letter? Is there adequate spacing between paragraph and between the components of the letter?

Page fill — Is the letter placed on the page nicely: not crammed at the top one-half of the page; not spilling over to a second page by only three or four lines?

General neatness, professional-looking quality — Is the letter on good quality paper, and is the copy clean and free of smudges and erasures?

Proper use of the business-letter format — Have you set up the letter in one of the standard business-letter formats? (See the references earlier in this chapter.)

A good upbeat, positive tone — Is the tone of your letter bright and positive? Does it avoid sounding overly aggressive, brash, over-confident (unless that is really the tone you want)? Does your letter avoid the opposite problem of sounding stiff, overly reserved, blase, indifferent?

A good introduction — Does your introduction establish the purpose of the letter? Does it avoid diving directly into the details of your work and educational experience? Do you present one little compelling detail about yourself that will cause the reader to want to keep reading?

A good balance between brevity and details — Does your letter avoid becoming too detailed (making readers less inclined to read thoroughly)? Does your letter avoid the opposite extreme of being so general that it could refer to practically anybody?

Lots of specifics (dates, numbers, names, etc.) — Does your letter present plenty of specific detail but without making the letter too densely detailed? Do you present hard factual detail (numbers, dates, proper names) that make you stand out as an individual?

A minimum of information that is simply your opinion of yourself — Do you avoid over-reliance on information that is simply your opinions about yourself. For example, instead of saying that you "work well with others," do you cite work experience that proves that fact but without actually stating it?

Grammar, spelling, usage — And of course, does your letter use correct grammar, usage, and spelling?

Emails

Emails seem to be the most popular means of communication nowadays. They're fast, cheap and even though they tend to be formal the first couple of times, very quickly the style changes to friendly and informal.



Some useful hints

OPENING

Dear

- Sir/Madam (letter to editor)
- Mrs Hobbs
- Ms Axford
- Miss Holmes
- Mr MacKenzie
- Prof. Brown
- Gavin

To Whom It May Concern

REFERENCE

- With reference to your letter of 9 March...
- Thank you for your telephone call today.
- Further to your letter of...

REASON FOR WRITING

- I am writing to inform you...
- I am writing to ask you...
- I am writing to inquire about...
- I am writing to confirm...

NB Don't put an exclamation mark (!) after 'Dear...'. Put a coma or nothing.

REQUESTS

- I would be grateful if you could...
- Could you possibly... ?
- We would very much appreciate...
- Would it be possible ... ?

RESPONSE TO REQUESTS

- I would be delighted...
- I would be pleased
- It would be our pleasure...

APOLOGY

- I wish to apologize for the delay...
- I apologize for not replying sooner.
- I am sorry that I am not able to help you.
- I regret...

ENCLOSING DOCUMENTS

- I enclose ...
- I am enclosing ...
- I have pleasure in enclosing...
- Please find attached...*

* in emails

FINISHING

- Please let me know if you have any questions.
- Please let me know if we can help in any way.
- Please let me know if you would like further information.
- Please do not hesitate to ask...

CLOSING

- ***I look forward to hearing from you.***
- Yours faithfully → (Dear Sir / Madam)
- Yours sincerely → (Dear Mr / Mrs / Ms...)
- Best wishes / Regards → (Dear Ian)
- Love → (Dear Alex*)

* but not a man to a man

NB Avoid short forms in a formal letter (e.g. I'm, you're...).

2. Work with a partner. What makes this a well written letter of application? Read it and underline typical useful phrases.

83 Capitol of Texas Highway
Suite 1102
Austin Texas 78719

August 4 2006

Personnel Assistant

I am writing in regard to your newspaper ad in the August 2 edition of the Austin American-Statesman concerning your need for a Programmer/Analyst III. I believe that I have qualifications, experience, and enthusiasm that you are looking for.

As for my work experience, I have been employed with two organizations over the past three years that have drawn on my computer-programming skills. My work at Loganis Mortgage Corporation involved the setup of new software, training of personnel, and the direct use of AutoCAD on a 10-user LAN. I worked as an assistant programmer at HydroLogics Corporation, doing much of the same design, code, and test work as the regular programmer/analyst.

In December, I will graduate with a Bachelor of Science from Southwest Texas State University. My overall grade point average is 3.125 in my degree program, I have studied and developed a thorough understanding of the following programming languages: Pascal, Assembler, COBOL, RPG, and C.

You will find enclosed with this letter a copy of my résumé which provides a much more detailed description of my education and employment history. I would welcome any opportunity to talk with you further about the Programmer/Analyst position. Please do not hesitate to contact me at any time at the numbers listed on my résumé.

Faithfully,
Jerry H. Freund

Jerry H. Freund
Encl. résumé

Sincerely yours

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ALPHA D.O.O

V. Lisinskog 20
HR-31400 Đakovo

t: +385 31 261 623
t: +385 31 82 34 44
mb: 2044498
žiro: 2484008 - 1103597180

29 January 2007

SUNSHINE FLAVOURS

Paul's Path 167
Burnley BB101RQ

Dear Mr. Fisher,

Our company is a subsidiary of the Tren Company, and we specialize in soft drinks. Mr. Ivan Mraz, General Manager of the Beta Company in Đakovo who speaks highly of your products, recommended you to us.

We would like to know more about your wide range of soft drinks. Could you please send us your current catalogue and price-list quoting C&F prices, Đakovo.

It would also be helpful if you could send us a sample carton of your article No. 404 as described in the advertisement published in Večernji list on January 24, 2007. We would also like to arrange for a visit to a showroom for some of our representatives a week or two upon receipt of your sample shipment.

If your prices are competitive and the quality up to standard, we would be interested in ordering larger quantities on a regular basis.

We look forward to your early reply with interest.

Yours sincerely

Carl König
Carl König
Director

Sharpen your skills

1. If you thank somebody, make it into a full sentence and say thank you for something.
For example: Thank you for your understanding. Thank you for your inquiry.
Add your own examples.

2. Complete the letter with the following phrases¹³.

could you also provide on behalf of
place a substantial order please the quality of your products

Avenida Pablo Cortez, no 5 Pablo Cortez 35004 Valencia Spain

5 March

Mr. C. Davis
Leatherwear plc
14-19 Chatham Place
Manchester M15 4AA

Dear Mr. Davis

I visited the Leatherwear stand at the Düsseldorf Trade Fair last month on behalf of¹
"Pablo Cortez" and was impressed by².

.....³ send me information about range of executive
briefcases. I think that these could do well in our market.

.....⁴ full details in your letter as we do not have the time to
search through large brochures. Also if you have any other products which might
appeal to this segment of the market, please let me know.

I look forward to hearing from you. If terms and delivery dates are satisfactory, I hope
to⁵.

Yours sincerely

Pedro Jiminez
Pedro Jiminez

¹³Adapted from David Cotton, D. Falvey, S. Kent, Market Leader Practice File. Harlow: Paerson Education Ltd, 2000, p. 28.

3. Read this letter. Complete the letter by filling in the blanks with items from the box²⁷.

- | | |
|--|---|
| a) a range of mountaineering equipment | e) by letter of credit at 30 days |
| b) receiving your acknowledgement | f) in the hope of more favourable terms in future |
| c) and delivered within the next six weeks | g) please do not send substitutes instead |
| d) and your invoice direct to us | |

L'ANNAPURNA

27 rue des Charmes, 1000 Brussels Tel: +32 (2) 541 1609 Fax: +32 (2) 541 1608

Mr P Canetti
Italmont S. p. A.
Via Degli Ausoni 23
11100 Aosta, Italy

26 May

Dear Mr Canetti

Please find enclosed our order No. TW526 for a) ¹.

Although we find your trade discount of 10% rather low, we are placing a fairly large order this time ².

As agreed, we would like the goods to be sent by rail freight ³.

Payment will be ⁴. Would you please send the shipping documents ⁵.

If any of the listed items are not available, ⁶.

We look forward to ⁷.

Your sincerely

Eric Lambert
Store Manager

Sincerely yours

²⁷Adapted from John Rogers, Market Leader New Edition Practice File. Harlow: Paerson Education Ltd, 2005, p. 38.

4. Below you will see parts of four letters concerned with orders. Put the correct word or phrase in each blank. Choose from the following list using each item only once¹⁸.

accept delivery	inconvenience	range	quotation
acknowledge	line	regret	stock
current issue	note	reserve the right	supply
following	postage	resume	terms

With reference to your advertisement in the ¹ _____ of 'Office Monthly', I would like to order 2 Easifix Year Planners.
I enclose a cheque for £15 to include ² _____ and packing.

Thank you for your ³ _____ of 5th July for your "Finesse" ⁴ _____ of dining room furniture. We find your ⁵ _____ satisfactory and would like to order the ⁶ _____.
10 "Finesse" dining tables at £280 per item
40 "Finesse" dining chairs at £60 per item.
We ⁷ _____ that you can supply these items within 30 days and we ⁸ _____ not to ⁹ _____ after this time.
We should be obliged if you would ¹⁰ _____ receipt of this order.

We thank you for your order of 11th May for 2 Easifix Year Planners. This ¹¹ _____ has proved so popular that we ¹² _____ to inform you that it is temporarily out of stock. We hope to be able to ¹³ _____ supplies within the next ten days.
We apologize for any ¹⁴ _____ this may cause.

Thank you for your order of 12th July for 10 "Finesse" dining tables and 40 "Finesse" dining chairs.
As we are in position to ¹⁵ _____ you with the above items from ¹⁶ _____, we have arranged for them to be delivered to you early next week.

¹⁸Adapted from John Flower, Build Your Business Vocabulary. Hove: Language Teaching Publications, 1990, p. 28.

5. Today it is quite common to send a cover letter by fax. Read the fax and complete it with the words from the box¹⁹.

alternative	consignment	atsight	delivery	cases
settle	warehouse	following	shipping documents	

FAX

D VINCENT Plc

80 Selbourne Road

Sheffield

S10 4AD

Telephone: +44 1472 298590

Fax: +44 1472 135208

E-mail: michael.williams@vincent.com

If you do not receive all the pages, please let us know as soon as possible.

To: Sales Departement, Allparts Ltd
From: Michael Williams, Purchasing Departement
Date: 16 June
Subject: Our order no. PX305

Number of pages: 2

Dear Sir / Madam

On the following¹ page please find our order No. PX305 for various car accessories and motor cycle covers in different colors and designs.

We agreed that the _____² will be sent by sea. The covers will be individually wrapped and packed in _____³, then transported by container ship.

_____⁴ of the goods will be within four weeks, to our _____⁵ in Manchester. We reserve the right to refuse goods delivered after that time.

The prices quoted in your catalogue are CIF Dover. We will pay by irrevocable letter of credit _____⁶. Would you please send copies of the _____⁷ and your invoice direct to me.

When I spoke to you last week, you agreed that for the future transactions, you might allow us to _____⁸ quarterly.

If any of the goods ordered are not available, we are willing to accept _____⁹ colors or designs.

Sincerely yours

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¹⁹Adapted from David Cotton, D. Falvey, S. Kent, Market Leader Practice File. Harlow: Paerson Education Ltd, 2000, p. 24.

3. Jonathan Webb, Marketing Director of Executive Golfing Ltd, placed an order for an advertisement with an agency. On 15 May he stated the following requirements to Rachel Levy at RL Media²⁶:

- Publication: Ambition magazine
- Last date for submission of text: 10 June
- Issue date: 27 June
- Position: as specified-no alternative position accepted
- Payment: on last day of month following publication
- Advertisement to be approved before publication

It is now 5 July. Jonathan Webb has just received a copy of the latest issue of Ambition magazine with the advertisement in it. He has noticed that the advertisement did not appear as requested.

Read the letter that he sends to Rachel Levy, pointing out the mistakes and refusing to pay the agreed price. Choose the appropriate expression for each space by crossing out the inappropriate choice.

Sincerely yours

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Rachel Levy
RL Media
West View Rd
London
W1 6PL

Executive
Golfing
Ltd

25 Holland Park Avenue
London
W11 2KL

Dear Rachel

I have 1 (just received / just got) the latest issue of your magazine and checked our advertisement. I'm 2 (unhappy / sorry) to tell you that a number of mistakes have been made by RL Media. I wrote to you on 15 May 3 (confirming / saying) the details of the advertisement. 4 (Unfortunately / And) the following mistakes have 5 (come up / occurred):

- The advertisement appeared in the issue of 4 July instead of 27 June.
- It was on a left-hand page instead of a right-hand page.
- It was placed in the last part of the magazine. We 6 (said / specified) that it should be in the front part.

We 7 (said strongly / made it clear) that the correct position of the advertisement was 8 (absolutely vital / the most important thing). As you can imagine, the incorrect placing of the advertisement has caused us great 9 (trouble / inconvenience) and will no doubt 10 (affect / hurt) sales of our new product range. Due to all these errors, we 11 (don't want to / feel unable to) pay the full cost of the advertisement. I am, however, prepared to pay 40% of the cost and trust that you 12 (like the idea / consider this acceptable).

I look forward to 13 (receiving / hearing) your comments 14 (as soon as possible / quickly).

Yours sincerely
Jonathan Webb

Jonathan Webb
Marketing Director

²⁶Adapted from David Cotton, D. Falvey, S. Kent, Market Leader Practice File. Harlow: Pearson Education Ltd, 2000, p. 16-17.

The following reply was sent to Ms Pietragalli by Alpha's customer relations manager. Complete the letter using suitable words or phrases in the box.

compensate	concerned	the difficulties you encountered	in the future
inconvenience	looked into	once again	sincere apologies
to my attention	to offer you	unfortunately	

Alpha Airlines • 1758 Center Street • Los Angeles • CA 90027 • USA

Ms Silvia Pietragalli
Av Mansilla 15
08034 Buenos Aires
Argentina
December 15
Dear Ms Pietragalli

Thank you for your letter of December 10. I was extremely concerned¹ to learn about the unpleasant experience you had during your flight to Argentina. I would like to apologize on behalf of Alpha Airlines for the annoyance and _____² you suffered.

I have _____³ the matter and talked to the staff concerned. They agreed that the young people were noisy and some of them did drink too much. However, they said that these passengers seemed to be having a good time and the staff didn't want to 'spoil their fun'. I showed them your letter and explained how upset you were. They now regret that they did not take action to control the situation. They wish to offer you their _____⁴. I should add that the flight attendants in question had recently finished their training and therefore were rather inexperienced. _____⁵, they were not used to dealing with this kind of situation. I am sure that they will learn from the incident and know how to deal with such behavior in future.

I hope that the 'bad memories' of the flight will soon disappear. To _____⁶ for the inconvenience caused to you, I would like _____⁷ a gift from our catalogue. Please choose one of the items displayed in the catalogue on pages 6-10. Let us know your selection and we shall send you the gift without delay.

_____⁸, please accept our apologies for _____⁹. Thank you very much for bringing this matter _____¹⁰. I very much hope that you will continue to use our airline when you travel _____¹¹.

Yours sincerely

Lisa Kaplan

Lisa Kaplan
Customer Relations Manager

Sincerely yours

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➤ INCOTERMS

The Incoterms or International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law. They are widely used in International commercial transactions or procurement processes as the use in international sales is encouraged by trade councils, courts and international lawyers.

A series of three-letter trade terms related to common contractual sales practices, the Incoterms rules are intended primarily to clearly communicate the tasks, costs, and risks associated with the global or international transportation and delivery of goods. Incoterms inform sales contracts defining respective obligations, costs, and risks involved in the delivery of goods from the seller to the buyer, but they do not themselves conclude a contract, determine the price payable, currency or credit terms, govern contract law or define where title to goods transfers.

➤ Rules for Sea and Inland Waterway Transport

FAS - Free Alongside Ship: Risk passes to buyer, including payment of all transportation and insurance costs, once delivered alongside the ship (realistically at named port terminal) by the seller. The export clearance obligation rests with the seller.

FOB - Free On Board: Risk passes to buyer, including payment of all transportation and insurance costs, once delivered on board the ship by the seller. A step further than FAS.

CFR - Cost and Freight: Seller delivers goods and risk passes to buyer when on board the vessel. Seller arranges and pays cost and freight to the named destination port. A step further than FOB.

CIF - Cost, Insurance and Freight: Risk passes to buyer when delivered on board the ship. Seller arranges and pays cost, freight and insurance to destination port. Adds insurance costs to CFR.

➤ Rules for Any Mode or Modes of Transportation

EXW - Ex Works: Seller delivers (without loading) the goods at disposal of buyer at seller's premises. Long held as the most preferable term for those new-to-export because it represents the minimum liability to the seller. On these routed transactions, the buyer has limited obligation to provide export information to the seller.

FCA - Free Carrier: Seller delivers the goods to the carrier and may be responsible for clearing the goods for export (filing the EEI). More realistic than EXW because it includes loading at pick-up, which is commonly expected, and sellers are more concerned about export violations.

CPT - Carriage Paid To: Seller delivers goods to the carrier at an agreed place, shifting risk to the buyer, but seller must pay cost of carriage to the named place of destination.

CIP - Carriage and Insurance Paid To: Seller delivers goods to the carrier at an agreed place, shifting risk to the buyer, but seller pays carriage and insurance to the named place of destination.

DAT - Delivered at Terminal: Seller bears cost, risk and responsibility until goods are unloaded (delivered) at named quay, warehouse, yard, or terminal at destination. Demurrage or detention charges may apply to seller. Seller clears goods for export, not import. DAT replaces DEQ, DES.

DAP - Delivered at Place: Seller bears cost, risk and responsibility for goods until made available to buyer at named place of destination. Seller clears goods for export, not import. DAP replaces DAF, DDU.

DDP - Delivered Duty Paid: Seller bears cost, risk and responsibility for cleared goods at named place of destination at buyers disposal. Buyer is responsible for unloading. Seller is responsible for import clearance, duties and taxes so buyer is not "importer of record".

➤ **NETIQUETTE – how to be polite**

Rule 1: Remember the human



The golden rule your parents and your kindergarten teacher taught you was pretty simple: Do unto others as you'd have others do unto you. Imagine how you'd feel if you were in the other person's shoes. Stand up for yourself, but try not to hurt people's feelings.

In cyberspace, we state this in an even more basic manner: Remember the human.

When you communicate electronically, all you see is a computer screen. You don't have the opportunity to use facial expressions, gestures, and tone of voice to communicate your meaning; words -- lonely written words -- are all you've got. And that goes for your correspondent as well.

When you're holding a conversation online -- whether it's an email exchange or a response to a discussion group posting -- it's easy to misinterpret your correspondent's meaning. And it's frighteningly easy to forget that your correspondent is a person with feelings more or less like your own.

It's ironic, really. Computer networks bring people together who'd otherwise never meet. But the impersonality of the medium changes that meeting to something less -- well, less personal. Humans exchanging email often behave the way some people behind the wheel of a car do: They curse at other drivers, make obscene gestures, and generally behave like savages. Most of them would never act that way at work or at home. But the interposition of the machine seems to make it acceptable.

The message of Netiquette is that it's not acceptable. Yes, use your network connections to express yourself freely, explore strange new worlds, and boldly go where you've never gone before. But remember the Prime Directive of Netiquette: Those are real people out there.

Would you say it to the person's face?

Writer and Macintosh evangelist Guy Kawasaki tells a story about getting email from some fellow he's never met. Online, this fellow tells Guy that he's a bad writer with nothing interesting to say.

Unbelievably rude? Yes, but unfortunately, it happens all the time in cyberspace.

Maybe it's the awesome power of being able to send mail directly to a well-known writer like Guy. Maybe it's the fact that you can't see his face crumple in

misery as he reads your cruel words. Whatever the reason, it's incredibly common.

Guy proposes a useful test for anything you're about to post or mail: Ask yourself, "Would I say this to the person's face?" If the answer is no, rewrite and reread. Repeat the process till you feel sure that you'd feel as comfortable saying these words to the live person as you do sending them through cyberspace.

Of course, it's possible that you'd feel great about saying something extremely rude to the person's face. In that case, Netiquette can't help you. Go get a copy of Miss Manners' Guide to Excruciatingly Correct Behavior.

Another reason not to be offensive online

When you communicate through cyberspace -- via email or on discussion groups -- your words are written. And chances are they're stored somewhere where you have no control over them. In other words, there's a good chance they can come back to haunt you.

Never forget the story of famous email user Oliver North. Ollie, you'll remember, was a great devotee of the White House email system, PROFS. He diligently deleted all incriminating notes he sent or received. What he didn't realize was that, somewhere else in the White House, computer room staff were equally diligently backing up the mainframe where his messages were stored. When he went on trial, all those handy backup tapes were readily available as evidence against him.

✓ **Exercise**

The text consists of 1913 words. Summarise it into 120+/- 10 words

UNIT 2



Telephoning

➤ The beginning

Before the telephone was invented people communicated in many ways. "They sent letters. ... It took forever to deliver one letter. Some used drums to beat out a message. Some used fire to communicate - they sent smoke signals. ... They sent messages from one hilltop to another by raising or lowering a semaphore tower's arms. If it was foggy, no one could see the message. People would put a message into a little container on a carrier pigeon's leg. The bird would fly to the person receiving the message. People would write messages with quill pens and send them by a postal system. Some went by stagecoach. Pony Express riders galloped thousands of miles from one side of the United States to the other (to deliver mail). Lanterns were used to flash out a message in a code called Morse code. Morse code was also sent by wires through the telegraph. You had to be able to read the code to use it." (Summary of Humphrey, 1995)

At first, the telephone was seen as a toy. "People were (also) suspicious of telephones. (The 1800's were) a time when few people had firsthand experience of electrical machines, even telegraphs. There were fears that other people could also listen in on the telephone conversations, or that the sounds from telephones could make you deaf or crazy. ... Even telegraph companies encouraged false rumors that the telephone had bad effects because they were afraid of the competition." (Parker, 1995, p. 21)

➤ What is a Mobile Phone?

A mobile phone is a portable telephone that has access to a cellular radio system. This enables the phone to take calls, send texts, and access the internet (and more!) without it being physically attached to a network using cables.

In this way, a mobile phone is significantly different from traditional land line phones. Ever since they were first introduced in 1973 by Motorola, mobile phones have occasioned a significant amount of debate.

➤ Top 10 Advantages of Mobile Phones



1. They are convenient.

It's great being able to call a friend when you are out and about – without being tied to a land line.

2. They can be life savers.

Taking a mobile phone with you when you go hiking is a basic safety precaution. If you lose your way or get stuck in bad weather, your mobile phone could just save your life.

3. Staying connected.

There is no need to feel lonely when you have a mobile phone in your pocket: just connect with friends via text, FaceTime, voice calls or social media.

4. Fun and games

These days, mobile phones are loaded with all kinds of fun games. We all remember Nokia Snake, but more recently people have got way more into challenging their brains with Sudoku or whiling away the time during a long commute with a game of Candy Crush Saga.

5. Your mobile keeps you informed.

Whether you are searching for that Spanish word you read in the newspaper or reading some articles on a topic close to your heart, mobiles that are connected to the internet are a treasure trove of information.

6. Getting snap happy

Sophisticated cameras mean that you can take professional quality photos on your humble mobile phone.

7. Knowing where you are

GPS technology enables you to pinpoint yourself on a map no matter how lost you are. Just fire up your phone to see your position and create a route to your destination.

8. A handy torch

Turn on the flashlight function on your mobile to find your keys in your purse as you step off the bus, or to locate the candles when there's a blackout in your house.

9. A recording device

Record the dawn chorus or your friends singing you happy birthday – all on your mobile phone.

10. A fashion statement

Owning the latest cellphone technology, and decorating it with cute phone covers, is a great way to mark yourself out as a style icon.

➤ **Top 10 Disadvantages of Mobile Phones**



1. Distraction

It's so hard to work when your phone is tempting you to pick it up.

2. Interruption

You're trying to have a romantic date and yet are plagued by incessant calls and texts.

3. Cost

That contract costs.

4. Dependency

It is easier than you might think to become addicted to your mobile phone, and so dependent on it that you forget to communicate in real life.

5. Isolation

It's ironic, but some people feel that the mobile phone (which is designed to keep people connected) can actually drive us further apart. Have you ever seen a group of friends at a restaurant, looking down at their phones instead of each other?

6. Security issues

If someone taps in to your data they could steal your identity, pilfer your photos, and erase your contacts list.

7. The temptation to call your ex late at night

No explanation needed here.

8. Eyesight issues

Hunching over your phone screen for hours in the dark can strain your eyes.

9. RSI

Tapping constantly at your phone can lead to repetitive strain injury (RSI) in your fingers.

10. Nostalgia

Some of us are just nostalgic for a good old chat on the landline.

Conclusion

Used wisely, a mobile phone can be a lifesaver that enhances your social life.

➤ Environmental Concerns

Users of cell phones today have been warned that the amount of microwaves being beamed through their heads may be damaging nerves. Telephone poles with hundreds of wires became common in large cities and were very ugly to look at. Governments and telephone companies often fought about burying cables under the street. Cities wanted the lines out of sight, but did not want the streets torn up. Telephone companies did not want to bury cables because it was easier to repair a cable if it were on a pole. Many old phones were buried in wells, but some of the metals in these telephones leaked into the water supply and poisoned the water.



**"If you'd like to press 1, press 3.
If you'd like to press 3, press 8.
If you'd like to press 8, press 5..."**

➤ Complicating Life

"I think the telephone has actually made life more complicated, also. It used to be that you could just pick up the phone and make a call and be connected. Now, you might get a telephone system that asks you to press numbers to get to an extension, which has more numbers to press to get to another department, which has more numbers to press to get to a person, who usually isn't there and you have to leave a voice message. You can get lost in phone system hell. Phones also do more things. You need to know how to program your phone's numbers into the address book in the phone; how to work the games if you want to play them; how to dial up the internet to get your voice mails; how to keep your calendar. All very convenient, but all very confusing. The phone has saved many hours of time and made it possible to do many things at the same time. This is called 'multi-tasking.' You can eat your lunch, make a telephone call, type an e-mail into the computer, and carry on a meeting all at the same time. This also means that you are also expected to do four times the work that you would have been able to do 40 years ago. Many people get burned out by how much they need to know and how fast they need to work just to keep up with the changes. This is especially true for people

who were born before the invention of many of the telephone off-shoots, like facsimile machines, teletype machines, cell phones and computer systems. All of these save time, but make life harder because special skills need to be learned to use the equipment. ... (The telephone) interrupts you when you want to be alone (like when you're trying to sleep, take a shower, or relax). Salesmen and telemarketing companies use the phone to sell items that they would have had to sell door-to-door about 30 years ago, and they call at all times of the day and night. There are now laws that state when companies call sell over the phone, and that they have to take you off their list if you ask to be taken off. Many people I know put an answering machine on their telephone lines so they can listen to who is calling before they decide to pick up the telephone. Telephone companies also offer services for a telephone to display the telephone number of the incoming call (Caller ID). A person can just look at the telephone display, decide whether that ID is someone they know and want to talk to, then decide whether they want to answer the call." (D. Schoelles, 2001)

Even "Alexander Graham Bell refused to have a telephone in his workroom so he would not be interrupted." (Eber, 1982, p. 80)

✓ **Answer the questions:**

1. How often do you make phone calls in English?
2. When was the last time you made or received a phone call in English?
How was it?
3. What do you find most difficult about telephoning in English?
4. Describe your worst experience!

➤ **The First Mobile Phone To Present Time**

Mobile phones were originally created so people could talk while they drove. Initially called "car phones", early mobile phones were bulky, cumbersome, and expensive compared to today's modern devices.

The world's first mobile phone was launched in 1983. It was the Motorola DynaTAC 800x. It was priced at around \$4,000 and lasted for 30 minutes of talk time before dying. It was also about the size of a foot long sub from Subway. Despite the phone's large size, it was still considered to be the most portable telephone ever made. For the first time in history, a human being could call someone without the constraints of wires or portable phone holders.

Prior to the release of the Motorola DynaTAC 8000x, several major developments had paved the way for the first mobile phone. In 1908, for example, one man claimed to have invented a wireless telephone. That man was considered so crazy for his time that he was accused of fraud. The charges were later dropped.

In 1996, mobile phones became a little more defined and better looking than how they were before. Antennas were shortened and the designs modified; the features were also upgraded. The above image shows Nokia 9000 which was one of the most popular phones of that time.

When the antennas vanished from the mobile phones they were given more improved look than before. This enhancement also saved space and marked the





launched in 1998 and was available in a variety of colours to choose from.

In 2000, the world's first touchscreen phone came out. Although it didn't have advanced touchscreen technology like those available today, at that time it was a huge craze and the introduction of a promising technology.

2001 was the birth year of the world's first monochromatic display mobile phone, and with that we wave goodbye to the old and boring black display. Nokia 8250 had a single colour display, for example the background was not the same grey background anymore, it had backgrounds of different colours like blue, which along with the compact design made this phone a great choice for everyone.

In 2002, technology made another huge change in the history of mobile phones, putting a great full colour display and integrating camera to mobile phones, producing the world's first camera mobile phone. The Nokia 7650 is on sliding mode, features a great colour display and a 0.3MP camera allowing you to snap pictures on the move.

In 2007, Apple Inc unveiled the Apple iPhone, which was the world's first advanced touchscreen smartphone. It's the first phone to have an operating system, the iOS, and by enabling apps to run on the phone, it had allowed cellphones to become the primary mobile device of use. Having an iPhone became a source of pride.

2011 marked the return of the touchscreen which dominated the mobile gadget scene with its powerful hardware and sleek looks. Samsung Galaxy S II had just about all the things that a mobile phone and its owner needed, an 8MP camera and AMOLED Display, Android OS, it was less than 1 cm thick, supporting web browsing, calls and an in-built GPS. This was the phone to beat in 2011. No one could have imagined that in a mere 17 years, mobile phones could have made the leap from just being the alternative to landlines to becoming a computer, GPS, radio and our lifeline to the Internet, and still be able to fit in your pocket.

Mobile phones have evolved a lot in terms of their form, performance and features, and will continue to evolve more and more in the future.

Describe the latest iPhone



introduction of internal antennas in the mobile phones.

Though antennas were removed from most of the mobile phones, there are still some of them who retained antennas and changed the typical colour of black to vibrant coloured cases instead. Nokia 5110 was



✓ **Look up the word, write the meaning, use it in a sentence.**

bulky (adj.)	craze (n.)
cumbersome (adj.)	wave goodbye (v.)
constraint (n.)	sliding (adj.)
release (v.)	unveil (v.)
pave the way (v.)	gadget (n.)
fraud (n.)	sleek (adj.)
feature (n.)	leap (n.)
upgrade (v.)	landline (n.)
enhancement (n.)	evolve (v.)
vibrant (adj.)	

➤ **Make a telephone conversation**

Caller: Hello, can I speak to John Morse, please?

Office worker: Yes, hold on please.
(After a while)

Office worker: I'm afraid John Morse is out of **the** office right now.

Caller: Do you know when he'll be back, please?

Office worker: Well, I think he's out for lunch, so he'll be back in about an hour.
Do you want to call back, or would you like to leave a message?

Caller: OK, I'll call back. Thank you. Good bye.

Office worker: Good bye.

✓ **Practice a dialogue**

A	B
Answer phone	Say hello and make some small talk
Respond	Change subject and ask to speak to somebody.
Person is unavailable, say why and offer to take message	Leave message
Take a message	Say thank you and goodbye.

➤ Useful phrases used in telephone conversations

There are a number of phrases and idioms that are only used when telephoning.

Operator: Hello, Frank and Brothers. How can I help you?
Peter: This is Peter Jackson. Can I have extension 3421?
Operator: Certainly, hold on a minute, I'll put you through...
Frank: Bob Peterson's office, Frank speaking.
Peter: This is Peter Jackson calling, is Bob in?
Frank: I'm afraid he's out at the moment. Can I take a message?
Peter: Yes, could you ask him to call me at 345 298. I need to talk to him about the Nuovo line, it's urgent.
Frank: Could you repeat the number please?
Peter: Yes, that's 345 298, and this is Peter Jackson.
Frank: Thank you Mr Jackson, I'll make sure Bob gets this asap.
Peter: Thanks, bye.
Frank: Bye.

Asking for someone

Can I have extension 321? (extensions are internal numbers at a company)

Could I speak to...? (Can I - more informal / May I - more formal)

Is Jack in? (informal idiom meaning: Is Jack in the office?)

Connecting someone

I'll put you through (put through - phrasal verb meaning 'connect')

Can you hold the line? Can you hold on a moment?

How to reply when someone is not available

I'm afraid ... is not available at the moment

The line is busy... (when the extension requested is being used)

Mr Jackson isn't in... Mr Jackson is out at the moment...

Taking a message

Could (Can, May) I take a message?

Could (Can, May) I tell him who is calling?

Would you like to leave a message?

✓ **Exercise 1:**

Student A:

You want to speak to Ms Braun about your account with her company, W&W. If Ms Braun isn't in the office, leave the following information:

- Your name
- Telephone number: 347-8910 (or use your own)
- Calling about changing conditions of your contract with W&W
- You can be reached until 5 o'clock at the above number. If Ms Braun calls after 5 o'clock, she should call 458-2416

Student B:

You are a receptionist at W&W. Student A would like to speak to Ms Braun, but she is out of the office. Take a message and make sure you get the following information:

- Name and telephone number - ask student A to spell the surname
- Message student A would like to leave for Ms Braun
- How late Ms Braun can call student A at the given telephone number

✓ **Exercise 2:**

Student A:

You are a salesperson for Red Inc. You are telephoning a client who you think might be interested in buying your new line of office supplies. Discuss the following information with your client:

- New line of office supplies including: copy-paper, pens, stationary, mouse-pads and white boards
- You know the customer hasn't ordered any new products during this past year
- Special discount of 15% for orders placed before next Monday
- Any order placed before Monday will not only receive the discount, but also have its company logo printed on the products at no extra charge

Student B:

You work in an office and receive a telephone call from your local office supplier. As a matter of fact, you need some new office supplies so you are definitely interested in what the salesperson has to offer. Talk about the following:

- New pens, stationary and white boards
- If they have any special offers
- You would like to place an order for 200 packages of copy paper immediately



It's good to know

Take a deep breath before you pick up the phone

Smile before you speak

Assume your speaking voice, controlling speed, tone and volume

Speak clearly

➤ 5 Forbidden Phrases

“I Don’t Know”

“That’s a good question, let me find out for you”

“I/We Can’t Do That”

“Here’s what we can do.”



























“You Have To”

“Just a Second”

“Hold on” “Will you hold while I...

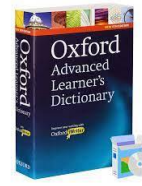
“No”

➤ Phonetic Alphabet

Military Phonetic Alphabet (1957-Present)						
Alpha 	Bravo 	Charlie 	Delta 	Echo 	Foxtrot 	Golf 
Hotel 	India 	Juliett 	Kilo 	Lima 	Mike 	November 
Oscar 	Papa 	Quebec 	Romeo 	Sierra 	Tango 	Uniform 
	Victor 	Whiskey 	X-ray 	Yankee 	Zulu 	
the balance						

UNIT 3

NEGOTIATING



1 **negotiate (v)** to try to reach an agreement by formal discussion

negotiate (with somebody) (for something)

The government will not negotiate with terrorists.

We have been negotiating for more pay.

negotiate (with somebody) about/on something

They have refused to negotiate on this issue.

a strong negotiating position

negotiating skills

negotiate between A and B

to negotiate between the two sides

2 **negotiate something (v)** to arrange or agree something by formal discussion

to negotiate a deal/contract/treaty/settlement

We successfully negotiated the release of the hostages.

3 **negotiation (n)** [countable, usually plural, uncountable] formal discussion between people who are trying to reach an agreement

peace/trade/contract negotiations

*They begin another **round of negotiations** today.*

to enter into/open/begin negotiations

to continue/resume/conclude negotiations

negotiation with somebody

*They were **conducting** secret **negotiations** with Spain.*

negotiation between A and B

*The rent is a **matter for negotiation** between the landlord and the tenant.*

in negotiation with somebody

A contract is prepared in negotiation with our clients.

under negotiation

The issue is still under negotiation.

*The price is generally **open to negotiation**.*

➤ You are a negotiator

Many people dread negotiation, not recognizing that they negotiate on a regular, even daily basis. Most of us face formal negotiations throughout our personal and professional lives: discussing the terms of a job offer with a recruiter, haggling over the price of a new car, hammering out a contract with a supplier.

Then there are the more informal, less obvious negotiations we take part in daily: persuading a toddler to eat his peas, working out a conflict with a co-worker, or convincing a client to accept a late delivery.

“Like it or not, you are a negotiator ... Everyone negotiates something every day”.

➤ What is negotiation?

“...back-and-forth communication designed to reach an agreement when you and the other side have some interests that are shared and others that are opposed.”

(Fisher, R, Ury, W, Patton, B : *Getting to Yes: Negotiating Agreement Without Giving In.*)

“...interpersonal decision-making process” that is “necessary whenever we cannot achieve our objectives single-handedly.” (Thompson, L.: *The Mind and Heart of the Negotiator* “)

“When two or more parties need to reach a joint decision but have different preferences, they negotiate.” (Bazerman, M. H. and Moore, D. A.: *Judgment in Managerial Decision Making*)

➤ Why do we negotiate?



➤ How to prepare?

✓ Seven Elements of Negotiations

Negotiation skills can be improved through education, preparation, and practice.

Members of the Harvard Negotiation Project developed a framework to help people prepare more effectively for negotiation. The Seven Elements framework describes the essential tools needed to identify our goals, prepare effectively to minimize surprises, and take advantage of opportunities as they arise in negotiation.

Here, we overview the seven elements:

1. **Interests.** Interests are “the fundamental drivers of negotiation,” according to Patton—our basic needs, wants, and motivations. Often hidden and unspoken, our interests nonetheless guide what we do and say. Experienced negotiators probe their counterparts’ stated positions to better understand their underlying interests.
2. **Legitimacy.** The quest for a legitimate, or fair, deal drives many of our decisions in negotiations. If you feel the other party is taking advantage of you, you are likely to reject their offer, even if it would leave you objectively better off. To succeed in negotiation, we need to put forth proposals that others will view as legitimate and fair.
3. **Relationships.** Whether you have an ongoing connection with a counterpart or don’t think you’ll ever see her again, you need to effectively manage your relationship as your negotiation unfolds. Relationship dynamics become all the more important when you have an ongoing connection: future business, your reputation, and your relationships with others may hang in the balance. You can strengthen the relationship by taking time to build rapport and by meeting your own high ethical standards throughout the process.
4. **Alternatives and BATNA.** Even as we take part in negotiations, we are aware of our alternatives away from the table—what we will do if the current deal doesn’t pan out. Negotiation preparation should include an analysis of your BATNA, or *best alternative to a negotiated agreement*, according to *Getting to Yes*. For example, a job candidate may determine that she will start applying to grad schools if a particular job negotiation falls apart.
5. **Options.** In negotiations, options refer to any available choices parties might consider to satisfy their interests, including conditions, contingencies, and trades. Because options tend to capitalize on parties’ similarities and differences, they can create value in negotiation and improve parties’ satisfaction, according to Patton.
6. **Commitments.** In negotiations, a commitment can be defined as an agreement, demand, offer, or promise made by one or more party. A commitment can range from an agreement to meet at a particular time and place to a formal proposal to a signed contract.
7. **Communication.** Whether you are negotiating online, via phone, or in person, you will take part in a communication process with the other party or parties. The success of your negotiation can hinge on your communication choices, such as whether you threaten or acquiesce,

brainstorm jointly or make firm demands, make silent assumptions about interests or ask questions to probe them more deeply.

Armed with a better understanding of these building blocks of negotiation, you are positioned to learn more about how to prepare to create and claim value in negotiations, manage fairness concerns, and reach the best deal possible—both for you and for your counterpart.



➤ Negotiation Process

Here are a few golden rules to successful negotiations:

- 1) **Always try to negotiate for at least 15 minutes.** Any less than that and it is unlikely that either party has had enough time to fairly consider the other side. Generally, the size or seriousness of the negotiation determines the amount of time needed to negotiate it. Setting a time limit is a good idea. Approximately 90% of negotiations get settled in the last 10% of the discussion.
- 2) **Always offer to let the other party speak first.** This is especially important if you are the one making a request for something such as a raise. The other party may have overestimated what you are going to ask for and may actually offer more than what you were going to request.
- 3) **Always respect and listen to what your opponent has to say.** This is important even if he or she does not extend the same courtesy to you. Do your best to remain calm and pleasant even if the other party is displaying frustration or anger. Remember some people will do anything to intimidate you.
- 4) **Acknowledge what the other party says.** Everyone likes to know that what they say is important. If the other party opens first, use it to your advantage, by paraphrasing what you have heard. Repeat their important ideas before you introduce your own stronger ones.
- 5) **Pay attention to your own and your counterpart's body language.** Review the chart below to learn how to interpret body language during the negotiations. Make sure that you aren't conveying any negative body language.

<u>Body language</u>	<u>Possible meaning</u>
avoiding eye contact	lying not interested not telling the whole truth
serious eye contact	trying to intimidate showing anger
touching the face / fidgeting	nervousness lack of confidence submission
nodding	agreeing willing to compromise
shaking the head / turning away	frustrated in disbelief disagreeing with a point

➤ **Language to use to show understanding/agreement on a point:**

- I agree with you on that point.
- That's a fair suggestion.
- So what you're saying is that you...
- In other words, you feel that...
- You have a strong point there.
- I think we can both agree that...
- I don't see any problem with/harm in that.

➤ **Language to use for objection on a point or offer:**

- I understand where you're coming from; however,...
- I'm prepared to compromise, but...
- The way I look at it...
- The way I see things...
- If you look at it from my point of view...
- I'm afraid I had something different in mind.
- That's not exactly how I look at it.
- From my perspective...
- I'd have to disagree with you there.
- I'm afraid that doesn't work for me.
- Is that your best offer?

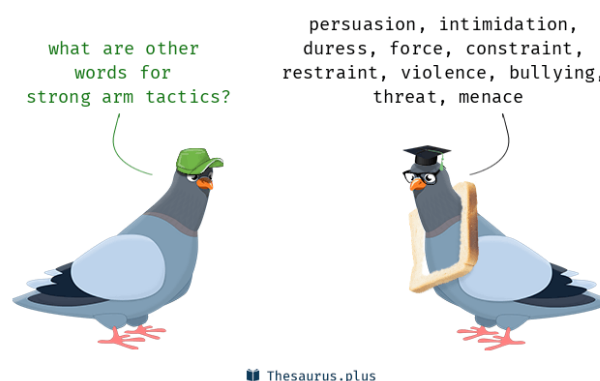


➤ Negotiation Settlement

There are a number of signals that indicate that negotiations are coming to a close. This may not always mean that an agreement has been reached. In many cases, there are many rounds of negotiations. The preliminary round may uncover the major issues, while subsequent rounds may be needed to discuss and resolve them. Here are some signals of talks coming to a close:

- A difference of opinion has been significantly reduced
- One party suggests signing an agreement.
- One or both parties indicate that a period of time to pause and reflect is necessary.

➤ Beware of last-minute strong-arm tactics



Even if you make the decision to treat your negotiating opponent with honesty and kindness, the other party may not extend you the same respect. Be prepared to stand your ground firmly, yet cordially, especially in the last few minutes of the negotiations. This is the time when manipulative parties may employ certain tactics in order to try to fool you into losing focus or lowering goals and standards. Remember that conflicts are generally resolved in the last few minutes. The theory behind last minute tactics is that one party may be more willing to give

in out of fear that all of the concessions or progress made up to that point (perhaps hours or weeks of talks) might be lost. People also get tired or have other commitments that need to be met, such as making an important phone call before another business closes, or picking up children from school. Here are some last minutes tricks that negotiators often use at this time:

- Walking out of the room
- Offering a short-term bribe
- Telling you to take it or leave it
- Giving an ultimatum
- Abrupt change in tone (used to shock the other party into submission)
- Introducing new requests (used at to get you to concede with little thought or consideration)
- Stating generalizations without evidence (dropped without significant statistics/proof)
- Adopting the Mr. Nice Guy persona (used to try to make it look like they are doing you a favour in hopes that you will lower your expectations)

➤ **Language to use in closing**

- It sounds like we've found some common ground.
- I'm willing to leave things there if you are.
- Let's leave it this way for now.
- I'm willing to work with that.
- I think we both agree to these terms.
- I'm satisfied with this decision.
- I think we should get this in writing.
- I'd like to stop and think about this for a little while.
- You've given me a lot to think about/consider.
- Would you be willing to sign a contract right now?
- Let's meet again once we've had some time to think.

➤ **Formalize the agreement/negotiation**

In most business negotiations it is a good idea to get something down in writing. Even if a decision has not been made, a **letter of intent** to continue the negotiations is often used. This is a way for each party to guarantee that talks will continue. A letter of intent often outlines the major issues that will be discussed in future negotiations.

In some cases a **confidentiality agreement** is also necessary. This is a promise from both parties to keep information private between discussions. When an agreement has been decided, a formal contract may be required.

On the other hand, depending on the seriousness of the decision, and the level of trust between the two parties, a simple handshake and **verbal agreement** may be all that is needed. For example, an employer may offer a promotion and an employee may trust that the new salary will be reflected on the next paycheck. However, even if nothing is put formally in writing, it is wise to send an e-mail or letter that verifies the terms and puts the agreement on record, especially when a specific number is decided on.

✓ **Answer the questions:**

1. What is a letter of intent?
2. What is a confidentiality agreement?
3. What is a verbal agreement?

<https://www.englishclub.com/business-english/negotiations-vocabulary-quiz.htm>
web quiz

UNIT 4

Sports

Sport (Advanced Oxford Dictionary)

1 [uncountable] (British English) activity that you do for pleasure and that needs physical effort or skill, usually done in a special area and according to fixed rules

e.g.

There are excellent facilities for sport and recreation.

I'm not interested in sport.

the use of drugs in sport

2 [countable] a particular form of sport

e.g.

What's your favourite sport?

team/water sports

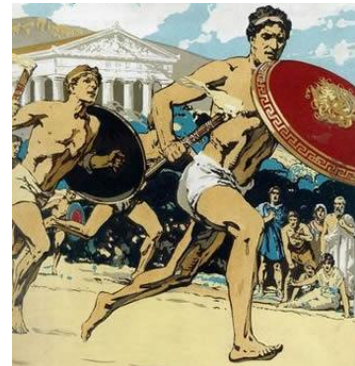
a sports club

➤ The Olympic Games

There are many legends about the origin of the Olympic games. In ancient Greece there were several important athletic games: Isthmian, Pythian and Olympic games, which were held together with religious ceremonies and festivals near the temples and other places of worship. The games held at Olympia every four years became the most popular in the whole of Greece. In fact, they became so popular that the Greeks even started measuring time in four-year periods – Olympiads. The first recorded Olympic Games were held in 776 B.C.

Initially the Olympic Games lasted only one day and from 632 B.C. onwards the Games and ceremonies lasted five days. The ancient Olympic Games were held during the period of the first full moon of the summer solstice. In the first Olympic Games there was only one event and that was the race along the stadium. The length of the track was 1 stadium (about 200 m) and was later lengthened to 2 stadia when a double race was introduced. The first Olympic champion was Coroebus of Elis who won the 200-yard sprint. The Olympic stadium was about 210 m long and 29 m wide (stadium measure was a Greek measure from about 177 to 192 metres). On the slopes of a hill called Kronos, there was a stadium which could hold 50.000 people.

During the Olympic Games all the fights and wars had to stop – a “sacred peace” ruled all over Greece. Religious ceremonies were conducted on the first day and the competitions started on the second day. Running was the main event in the competition. Afterwards the endurance race was introduced (dolihos) which was about 5 km long. During the 18th Olympic Games the Olympic pentathlon was introduced – it consisted of a race, discus throwing, javelin throwing, long jump and wrestling. The ancient Greeks never included any ball games on the



programme, because they regarded them as child's play.

In the ancient Olympic Games it was customary to crown every winner with a wreath of twigs cut from olive trees in the Altis. The ancient Olympic Games included no women's events. Married women were even not allowed to watch the Games.

Centuries later the emperor Theodosius I of Rome abolished the Olympic Games in 393 A.D. In 426 A.D. Theodosius II ordered the demolition of the ground of Olympia. The athletic facilities were destroyed and buried completely by the earthquakes of 522 and 551 and repeated inundation of the rivers Alpheus and Kladeos.

✓ **Answer the questions**

1. When and where were the first Olympic Games held?
2. How long did the first Games last?
3. How many events were there at first?
4. What does "sacred peace" mean?
5. What did pentathlon include?
6. What were the winners crowned with?

➤ **Sport Tourism**



Before reading

1. Sports tourism refers to any type of travel regardless of its purpose.
T F
2. The Olympic Games are regarded as a mega sporting event.
T F
3. TV companies televise sporting events for free.
T F
4. The 2000 Sydney Olympic Games were viewed in more than 100 countries.
T F
5. A 30 seconds of publicity at the 2004 Super Bowl could be sold for more than 20 million dollars.
T F

According to the Texas Department of Economic Development (1997, as quoted in Turco, Riley and Swart, 2002, p 3), sports tourism “includes travel to and participation in or attendance at a predetermined sport activity”. The usage of the term sporting activity here implies two things – one refers to the actual participation at a competition, and the other to travel for recreation. TV companies pay more and more money for the rights to televise certain sports in order to increase their profit. Mega sporting events, such as the Olympic Games, FIFA World Cups, World Championships, etc. attract millions of spectators all over the world. Broadcasting these events means that sport programmes can be used as a platform to promote other programmes, and thus attract hard-to-reach viewers (Coakley, 2003). But it is also the audience present at the actual event that counts – it is them who will create the atmosphere that will be attractive for TV viewers and that “TV viewers notice unconsciously” (Preuss, 2000). To get a better picture of how many people watch certain sporting events, here are some figures. The 2004 Super Bowl was seen by 120-140 million Americans, and a 30 seconds of publicity could be sold for 22.6 million dollars (Sobry, 2005). The 2000 Sydney Olympic Games were viewed in 220 countries by approximately 3.6 billion viewers. More than 40 billion people watched the FIFA World Cup in 2002 (all the matches considered) (Sobry, 2005).

➤ **What is sport tourism?**

Sport tourism refers to the experience of travel to engage in or view sport-related activities. It is generally recognized that there are three types of sport tourism: Sport Event Tourism, Active Sport Tourism, and Nostalgia Sport Tourism.

➤ **What is sport event tourism?**

Sports event tourism includes events such as the Olympic games and the World Cup soccer championships. In fact, both the World Cup in 1994 the Olympic games held in Atlanta in 1996 were actively promoted as a tourist attraction. It was estimated that the World Cup 1994 would attract 50 million foreign visitors to the United States who would spend 100 billion (U.S.) dollars (Gibson, 1995). Similarly, tourism associated with professional sport teams and college football is part of this type of sport tourism. An often-overlooked example of this form of sport tourism is that of amateur sporting events. Events such as state high school championships, youth-oriented soccer tournaments, and non-profit community based sport events are just a few of the examples.

➤ **What is active sport tourism?**

Those individuals who travel to participate in sporting events comprise the active sport tourism category. These participatory events can take on a wide variety of forms in a wide variety of sports. Golf, kayaking, tennis, fishing, snow-mobiling and surfing are just a few examples of the sports that people travel to participate in. One researcher has gone one step further and subdivides this type of sport tourism into “Activity participants” and “Hobbyists”. Activity participants are those individuals who are amateur participants who travel to take part in competitions in their chosen sport, while Hobbyists are those individuals who engage in sport related travel as a form of leisure.

➤ **What is nostalgia sport tourism?**

Nostalgia sport tourism involves traveling to famous sport-related attractions. Visits to various sporting hall of fames such as the Women's College Basketball Hall of Fame in Knoxville, Tennessee and the Baseball Hall of Fame in Cooperstown, New York are good examples of these sport-related establishments. Furthermore, sports museums such as the NASCAR museum in Charlotte, North Carolina, and famous sport venues such as Lambeau Field in Green Bay, Wisconsin fall into this category.

Nostalgia sports tourism may celebrate sports of the past or the present. It may include visiting museums or exhibitions, visiting sporting hall of fames or visiting sporting venues. The nostalgia sports tourist does not need to be actively participating in sport or to be spectating.

➤ **What are the potential positive impacts of sport tourism on culture?**

1. Sport tourism can strengthen national heritage, identity, and community spirit as local people join together to promote their culture.
2. Sport tourism can provide a vehicle through which visitors can come to know foreign people and their culture.
3. Sport tourism can instigate the regeneration and preservation of cultural traditions.

➤ **What are the potential negative impacts of sport tourism on culture?**

1. The attraction of more profitable sport touristic employment opportunities can erode traditional communities and adversely affect the balance of a local economy.
2. Sport tourism can contribute to the loss of cultural identity and heritage.
3. Sport tourism can bring about modifications to cultural experiences to accommodate tourism.
4. Sport tourism can lead to crowd disorder at events.
5. Excessive violence can be related to sport tourism.
6. Sport tourism can contribute to tensions between hosts and visitors.

➤ **What are general benefits of sport tourism?**

1. Sports are an investment in the tourism industry.
2. Creates economic growth through filled hotels, restaurants and retail establishments.
3. Creates exposure and enhances a positive image for your community.
4. Creates new product, a new tourism destination.
5. Maximizes facility use in your community.
6. Builds community relationships and strengthens corporate support.
7. Creates youth opportunity/entertainment.
8. Attract high-yield visitors, especially repeaters.

9. Generate favorable image for the destination.
10. Develop new infrastructure.
11. Use the media to extend the normal communications reach.
12. Generate increased rate of tourism growth or a higher demand plateau.
13. Improve the organizational, marketing, and bidding capability of the community.
14. Secure a financial legacy for management of new sport facilities.
15. Increase community support for sport and sport-events.

➤ Football - Etymology and the Beginnings

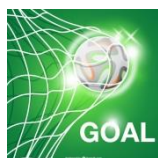
There are conflicting explanations of the origin of the word "football". It is widely assumed that the word "football" (or "foot ball") references the action of the foot kicking a ball. There is an alternative explanation, which is that football originally referred to a variety of games played on foot. There is no conclusive evidence for either explanation.



There is no conclusive evidence for either explanation.

The earliest evidence that games resembling football were being played at English public schools — mainly attended by boys from the upper, upper-middle and professional classes — comes from the *Vulgaria* by William Herman in 1519. Herman had been headmaster at Eton and Winchester colleges and his Latin textbook includes a translation exercise with the phrase "We wyll playe with a ball full of wynde"

➤ Some football vocabulary – match the expressions with their meanings



kick-off	football field (pitch)	soccer	corner kick
halfback	forward	goal area	header
offside	midfield player	kick	fullback
penalty mark	free kick	penalty kick	

1. the playing area on which football games are played
2. another name for Association football
3. a player playing in the middle part of the football field
4. an attacking player
5. a hit at the ball made by the foot
6. an action in which the ball is hit with the head
7. a kick to start play initially
8. the player playing in the midfield.
9. an area that is 5 metres wide and that is in front of each goal
10. being in an illegal position ahead of the ball
11. a kick executed from the corner
12. a kick awarded as the result of a foul by an opposing player and from which a goal can be scored directly, without the ball being touched by another player.
13. a player who plays in defence
14. a mark that is 11 metres away from the goal and from which penalty kicks are executed
15. a kick awarded as a penalty against a team and executed freely towards the goal from the penalty mark

✓ **What do these abbreviations/acronyms stand for?**

NBA National _____ Association

NHL _____ Hockey _____

ATP _____ of _____ Professionals

EWR Equalled _____ Record

EOR Equalled Olympic _____

HR Home _____

IOC _____ Olympic Committee

IBF International _____ Federation

ITF International Tennis _____

IHF _____

OR _____ record

RLIF _____ International Federation

WTA _____ Tennis _____

✓ **Identify a sport**



✓ **Find basic information about each of these sports**

UNIT 5

International Business Culture

- ✓ Discuss the following attitudes and behaviour in an international business meeting situation

communication in short sentences
limited body language
display of emotions
emotional volatility
emphasis on entertainment
extrovert behaviour
extreme politeness
rapid speech

little direct eye contact
lots of talk about food
lots of gesticulation
loud speech
periods of silence
quiet speech
reserved behaviour
talkativeness

➤ Learning the other side's culture



Cross cultural negotiation is a complex process, but it can greatly increase success on the international business scene. When doing business with foreign parties, there are a lot of factors that need to be taken into account. Our way of thinking may be completely different as opposed to our foreign business partner. But when we have a good understanding in cultural differences and accept that our partners may see things in a completely different way, we are more likely to obtain a positive reaction from our counterparty when negotiating. A factor that's vital is respecting protocol, keeping in mind that the business etiquette can vary from nation to nation. You also have to attend to your body language, because that determines your credibility. And when you think you've reached a deal, make sure that it is indeed the case. Because in some countries only written agreements lead to a firm deal.

So, when you're trying to clinch a deal abroad, try your very best to learn the other side's culture, or at least try to meet them half way and persuade the other side to use some elements of your own culture.

➤ 8 Point Beginners Guideline for Multicultural Negotiations

- If you find yourself on your own in a country where negotiation practices are different to your own, there is a strategy to follow.
- Ask to be educated on what is expected of you.
- Explain that you are thrilled at the profitable business opportunities open to both of you.
- Explain that this is your first trip and you have not done business in their country before.
- Ask for forgiveness if you do or say something that seems out of place to them.
- Assure them that you are full of good intentions and do not mean any of your awkwardness proving otherwise.
- Ask them to show or tell you what you should do instead.
- Explain that you feel there is benefit for both of you to proceed in conversation, slowly and openly, being patient.
- Assure them that you are excited about the possibility of doing business with them and learning more about their culture.
- If you follow these guidelines you have a good chance of proceeding constructively.

➤ European stereotypes



(<http://europeisnotdead.com/video/images-of-europe/european-stereotypes/>)

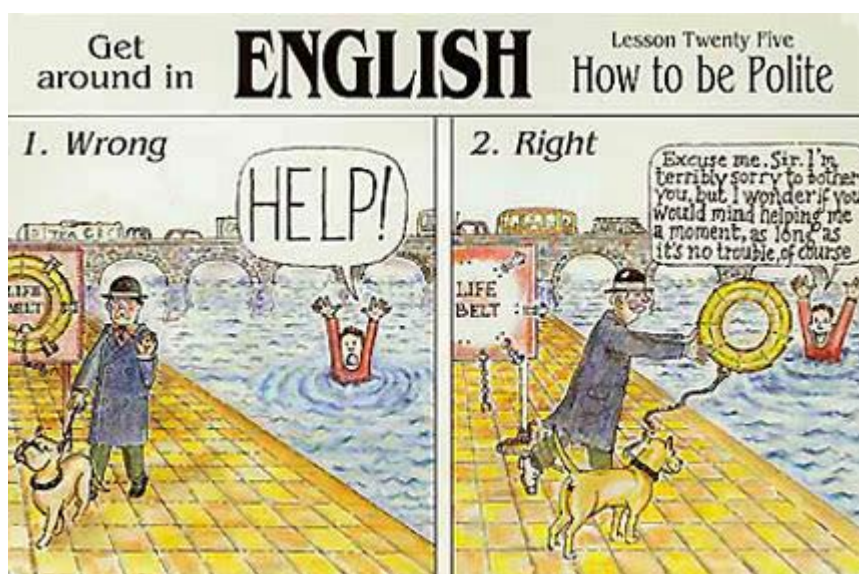
Stereotype (n)

a fixed idea or image that many people have of a particular type of person or thing, but which is often not true in reality
cultural/gender/racial stereotypes

He doesn't conform to the usual stereotype of the businessman with a dark suit and briefcase.

(Advanced Oxford Dictionary)

➤ Stereotypes about the British



✓ True or False?

The British have never seen the sun.	T	T/F	F
The British are always very polite.	T	T/F	F
British people love to drink tea.	T	T/F	F
The British frequently wear hats.	T	T/F	F
British people eat terrible food.	T	T/F	F
British people like queuing.	T	T/F	F
The British are obsessed with their Royal family.	T	T/F	F
The British know how to party.	T	T/F	F



Japanese Management Style

Only twenty or thirty years ago, the largest and most successful international firms came almost exclusively from the United States and Western Europe. Since the 1970's worldwide attention has focused on the successes of Japanese firms doing business in the US, Europe and elsewhere, Nissan, Honda, NEC, Sanyo, Panasonic and many other Japanese brand names have become household words throughout the world. Three of the reasons for Japan's now impressive position in the world markets are better labour productivity, improved quality and reduced production costs.

To find out why workers in Japan are able to produce more, Japanese-style management has been widely analyzed. One major difference that was discovered was the attention paid by Japanese managers to human resources. Some of the major management principles are:

1) Long-term employment

Japanese workers tend to be hired early (right out of high school or college) and kept employed for their entire careers. There is little mobility between companies. This promotes job security and allows the company to make a substantial investment in their training and retraining without the risk of losing them later to competitor. Not only are the employees better qualified. They tend to identify their own interests with the company and its performance.

2) Slow performance evaluation and promotion

Each employee is carefully evaluated over a long period of time and promotion progresses very slowly. This demonstrates a sense of caring about employees and conveys to them that long term performance is what counts. Two employees who have been with a company for an equal amount of time are likely to have a similar rank (as a means of "saving face"), but their pay and the importance of the decisions they are asked to make may differ - according to their performance. An employees' pay is also somewhat determined by the number of years they have worked for the company, which further discourages them from switching to another one.

3) Generalist career paths

Japanese workers and managers are trained in one area of specialization when they join a company, and then rotated among assignments and specializations during their careers. In this way everyone learns several job skills and continually increases in competence. The firm as a whole becomes more flexible and efficient because people can be shifted from job to job. This practice also prevents employees from becoming overspecialized.

4) Consultative decision making

Communication lines are kept open between all levels - from top management all the way down to the lowest ranking workers. Important decisions are discussed with all the employees and their opinions will affect the final decision. Because they have moved up slowly in the company, top managers tend to be responsible to the ideas, suggestions and objections of lower ranking employees who in turn feel a stronger loyalty to a company in which their opinions are considered and have an effect. Also, in this way, potential errors can be more easily avoided.

✓ Answer the questions:

Japan

1. When did Japanese firms start their breakthrough to the world markets?
2. How did they achieve such position?
3. What do Japanese managers pay special attention to?
4. Which are major Japanese management principles?
5. What does long-term employment mean?
6. What does an employee's pay depend on? What about promotion?
7. Is narrow specialisation specific in the Japanese business context? If yes/no why?
8. What does consultative decision-making mean?

➤ Japanese business cards

<http://www.youtube.com/watch?v=of8UgykfUbw>



➤ Made in America (excerpt*)

Leisure in any meaningful sense is actually quite a modern concept. Sight-seeing didn't enter the language until 1847 and vacation not until 1878. Even then, both were diversions for the well-off few. For millions of people a vacation was a once-in-a-lifetime indulgence experienced only on a honeymoon, or bridal tour.

Weekend is an even more recent concept. The word was coined in 1879 in England, but didn't become part of the average American vocabulary until as recently as the 1930s. Well into the 1900s, most people worked a sixty-hour, six-day work week, and thus terms like Monday-to-Friday and weekend had no

particular significance to them. The five-day forty-hour work week is often attributed to Henry Ford. But, in fact it was introduced by the steel industry in 1923. Ford followed in 1926. Most of the rest of the nation didn't catch up until the Great Depression, when a shorter working week became a convenient way of dealing with falling demand. Though 9 A.M. to 5 P.M. had become the standard for a working day for most Americans by the early 1940s, the term nine-to-five isn't recorded before 1959. Today, according to some studies, Americans work harder -- or at least longer -- than at any time since the forty-hour work week became standard. According to Juliet B. Schor in *The Overworked American*, the amount of leisure time has fallen by almost 40 percent since 1973 as people have been driven to seek overtime, take second jobs, or simply show a zealous commitment to the work place unless they find themselves the sudden victims of restructuring, downsizing, premature retirement, coerced transition, constructive dismissal, skill mix redeployment, or any of the forty or so euphemisms for being laid off that Executive Recruiter News found in current use in 1991.

Across the economy as a whole, it has been estimated, the average American works 163 hours more per year today than two decades ago. Men are working 98 hours more, and women no less than 305 extra hours. The burden is particularly heavy on working mothers, who put in on average an eighty-hour week when cleaning, cooking and child care are included. Not surprisingly, nearly all the recent neologisms relating to work and the workplace are negative: workaholic, 3-o'clock syndrome, i.e. the tendency to grow drowsy in mid-afternoon, information overload and so on.

What is certain is that Americans work longer hours and more days than their counterparts in almost any other nation in the developed world. Principally, as a result of shorter vacations and fewer national holidays, the average manufacturing employee in the United States puts in the equivalent of eight extra weeks a year at the workplace compared with a manufacturing employee in France or Germany.

Taken from *Made in America. An Informal History of the English Language in the United States*, by Bill Bryson (William Morrow and Company, Inc., New York, 1994) pp 233-4

America

1. Describe the term leisure – historically.
2. Who introduced a forty-day week?
3. Explain the expressions Monday-to-Friday, nine-to-five.
4. What is the situation regarding working habits in America like now?
5. Find synonyms for being laid off.
6. Do Americans work more or less today?
7. Compare the working hours of Americans and Europeans.
8. What are the current results of American working habits?

UNIT 6

Legal English – Contracts/Agreements

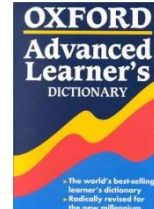
✓ Contract

1 an official written agreement

a contract of employment

a research contract

contract with somebody



to **enter into/make/sign a contract** with the supplier

contract between A and B

These clauses form part of the contract between buyer and seller.

contract for something

a contract for the supply of vehicles

contract to do something

to **win/be awarded a contract** to build a new school

a **contract worker** (= one employed on a contract for a fixed period of time)

I was **on a three-year contract** that expired last week.

Under the terms of the contract the job should have been finished yesterday.

She is **under contract to** (= has a contract to work for) a major American computer firm.

The offer has been accepted, **subject to contract** (= the agreement is not official until the contract is signed).

They were sued for **breach of contract** (= not keeping to a contract).

✓ Agreement

1 [countable] an arrangement, a promise or a contract made with somebody

an international peace agreement

The agreement (= the document recording the agreement) was signed during a meeting at the UN.

agreement with somebody

They have a free trade agreement with Australia.

agreement between A and B

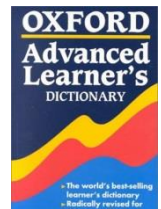
An agreement was finally **reached** between management and employees.

agreement to do something

They had made a verbal agreement to sell.

They had an agreement never to talk about work at home.

see also gentleman's agreement, prenuptial agreement



➤ **Contract vs. Agreement**

The essential differences between a contract and an agreement are minor. In essence, a contract's outline is more formal and more rigidly presented than the terms outlined in an agreement.

A contract is a legally binding agreement reached between two parties, the terms of which the courts have the authority and obligation to enforce. An agreement is a less formal creation of an obligation between the two parties.

An agreement is any understanding or arrangement reached between two or more parties. A contract is a specific type of agreement that, by its terms and elements, is legally binding and enforceable in a court of law.

Note

Common examples of contracts are non-disclosure agreements, end-user license agreements (both despite being called "agreements"), employment contracts, and accepted purchase orders. Regardless of how it is named, as long as an agreement contains the required elements of a contract a court may enforce it as such.

➤ **The formalities of a contract**

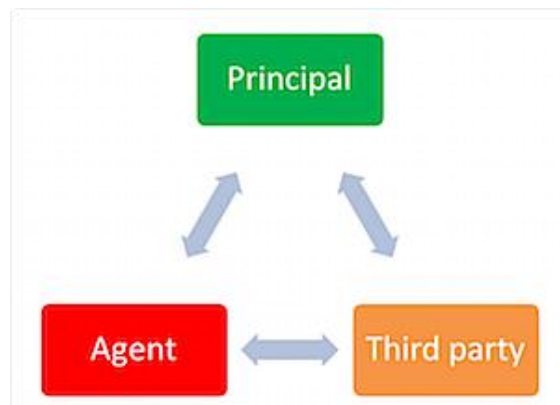
A Ask most people to describe a contract, and they will talk about piece of paper - the documents you sign when you start a job, buy a house or hire a car, for example. While it is certainly true that these documents are often contracts, in law the term has a wider meaning, covering any legally binding agreement, written or unwritten. In order to be legally binding, an agreement must satisfy certain requirements; but with a few exceptions, being in writing is not one of those requirements. We make contracts when we buy goods at the supermarket, when we get on a bus or a train, and when we put money into a machine to buy chocolate or drinks — all without a word being written down, or sometimes even spoken.

B So, the general rule of contract law is that an agreement does not have to take a specific written form in order to be deemed a binding contract. Often the contract will be simply oral. As it can be difficult to prove later what was agreed orally, there are practical advantages of putting a contract in writing, despite there being no legal requirements to do so. In *Hadley v Kemp* (1999), Gary Kemp was the songwriter in the pop group Spandau Ballet. He was sued by other members of the group for royalties received for the group's music. The basis of their claim was that there had been an oral agreement to share these royalties. They were unable to prove the existence of any oral agreement and so their action failed.

C Of course, most complex transactions are made in writing, and this clearly helps the parties prove their case if there is any disagreement, but usually lack of written formalities will not prevent a court from finding a contract.

- 1... an agreement does not have to be written in any special way ...
... an agreement does not have to t..... a specific w.....f.....(paragraph B)
- 2 ... in order to be treated as a contract that all parties are committed to.
.. in order to be d..... a b.. ... c..... (paragraph B)
- 3... there are advantages of making a written contract
... there are advantages of p..... a contract i..... w.....(paragraph B)
- 4 no things that the law says are necessary to do so.
... no 1..... r..... to do so. (paragraph B)
- 5 A civil action was started against him...
He was s..... (paragraph B)
- 6... a contract which is not in writing
... there had been an o.....a.....to (paragraph B)
- 7so their court case was not successful.
....so their a..... f..... (paragraph B)
- 8missing formal written details.
....usually l..... of written f.....will not (paragraph C)
- 9will not prevent a court from deciding there is a contract.
....will not prevent a court from f..... a contract (paragraph C)

➤ Agency Agreement



An agreement made this twenty-fifth of May, 2016 BETWEEN Merlin Marine Sports Ltd (UK) whose Registered office is situated at 10, The Minories, LONDON EC3 (hereinafter called “the Principal) of the one part and Koji Tanaka, Osaka Japan (hereinafter called “the Agent”) of the other part, WHEREBY IT IS AGREED as follows:

1 The Principal appoints the Agent as and from 1 July 2016 to be its sole agent in Japan and Korea (hereinafter called “the area”) for the sale of SAILING DINGHIES; SAILBOARD AND ANCILLARY EQUIPMENT (hereinafter known as “the goods”).

2. The Agent will during the term of 2 (two) years (and thereafter until determined by either party giving one month’s previous notice in writing) serve the Principal as its Agent and endeavour to extend the sale of the goods of the Principal within the area.

3. The Principal will from time to time furnish the Agent with a statement of the minimum prices at which the goods are to be sold, and the Agent will not sell below such minimum prices but will endeavour to obtain the best price obtainable.

4. The Agent will not sell any of the goods to any person, company or firm residing outside the area.

5. The Agent may, at his discretion, handle goods of a similar class as would compete with the sale of the Principal’s goods.

6. On 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.

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

8. The Agent will 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.

9. The Principal will allow the Agent the following commissions (based on f.o.b. United Kingdom values) 10% rising to 12% on all sales over L500,000 per annum. The said commissions will be payable every three months on the amounts actually received by, or credited to, the Principal.

10. The Agents will be entitled to commission on the terms and conditions mentioned in the last preceding clause on all export orders to the area which are received by the Principal, being deemed resultant from work done by the Agent with the customers.

11. The Principal will allow the Agent all expenses incurred in the carriage, packing, promotion and advertising of the goods.

12. This Agreement will in all respect be interpreted....

✓ **Find the words in italics and choose the best answer:**

1. ...hereinafter called “the Principal” (Introduction)

This word refers to a) Merlin Marine Sports
 b) “in the rest of the document”
 c) the Principal

2. whereby it is agreed....(Introduction)

This means a) it is agreed in this document
 b) who agreed

3. ...and thereafter... (Clause 2)

This means that the agreement can be terminated a) only after this period
 b) at any time within this period

4. ...at his discretion... (Clause 5)

This means a) if the Agent wants to
 b) if the Principal wants to

5. The said commissions(Clause 9)

This means a) the commissions specified above
 b) the commissions referred to below

➤ **Distribution Agreement**



This Agreement is made on [date] by and between [Company A] (*the Manufacturer*), a company incorporated in [country] and having its registered office at [address], and [Company B] (*the Distributor*), having its registered office at [address]

The parties hereto agree as follows:

1 APPOINTMENT AS DISTRIBUTOR

The Manufacturer appoints the Distributor as its exclusive distributor for [product range] (*the Products*), more specifically described in the Schedule for the Term of this Agreement and all renewals thereof, and grants to the Distributor the

right to perform all those services in [country or region] (*the Territory*) with respect to the Products as are normally performed by a manufacturer's stockist, distributor and exclusive sales representative.

✓ **Explain the expressions:**

1. exclusive distributor
2. Terms of Agreement
3. with respect to
4. stockist
5. grant the right

2 TERM

This Agreement shall commence on [date] and shall be for THREE (3) years (*the Initial Term*). Thereafter, the Agreement shall be renewed annually and automatically, unless written notice of termination is provided by either party at least SIX (6) months prior to the end of the then current contract year.

✓ **Find the synonyms/similar expressions in the above paragraph**

1. start
2. yearly
3. notification of the end of a contract
4. before

3 DISTRIBUTION RIGHTS AND DUTIES

- a) The Distributor shall have exclusive distribution in the Territory for the Products. The Manufacturer shall refer all orders from the Territory to the Distributor and such orders shall be fulfilled by the Distributor.
- b) The Distributor shall provide warehousing services for all the Products, and shall promote their sale, process orders, collect payment and ship to customers.

✓ **Translate**

1. shall provide/promote
2. warehousing services

4 SHIPMENT OF PRODUCTS

- a) Risk of loss or damage to any consignment of the Products shall pass to the Distributor from the time the Products are delivered to the Distributor's shipping agent.
- b) The Manufacturer shall bear the cost of delivery of the Products to the Distributor's shipping agent. Upon receipt of the Products, the Distributor shall arrange and bear the cost (including insurance cost) for the Products to be unloaded, stored and shipped to the Distributor's own warehouse.
- c) The Manufacturer shall ensure that the packing of the Products meets industry standards or such other specification as may be agreed in writing by the parties and that the Product arrive in good condition at the distributor's shipping agent. In the event of any defective Products being received, the Manufacturer is

obliged to accept their return for replacement or repayment at the invoiced price.

✓ **Use the following words/expressions in a sentence**

1. consignment
2. upon receipt
3. bear costs
4. insurance cost
5. unloaded, stored, shipped
6. invoiced price

5 ADVERTISING, PROMOTION AND PRODUCT INFORMATION

- a) The Distributor shall include each Product distributed by it in accordance with this Agreement in all its appropriate catalogues, brochures, advertisements and exhibitions for which the Distributor shall deem such Products appropriate.
- b) The Distributor shall also at its sole discretion use its own mailing list to promote the Products.

✓ **Explain the meaning of the following words/expressions**

1. in accordance with
2. deem
3. at its sole discretion
4. catalogue, brochure, advertisement

6 PAYMENT



Products supplied by the Manufacturer shall be handled under the following terms:

- a) The Distributor agrees to purchase its stock from the Manufacturer at x% discount off the Manufacturer's domestic list price.
- b) The Manufacturer shall invoice the Distributor on 180 days' credit terms and all payment shall be made by the Distributor in US dollars.

✓ **Use the words in a context**

1. discount
2. make payment

7 RETURNS

The Manufacturer agrees at its sole discretion to accept returns of up to 10% of unsold Products based on the annual turnover of the Distributor with the Manufacturer. Any unsold Products must be in saleable condition to be accepted by the Manufacturer. The Distributor has to bear all the related expenses incurred in returning the Products to the Manufacturer's warehouse.

✓ **Translate**

1. return
2. turnover
3. saleable condition
4. expenses incurred

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Additional material

UNIT 3

Negotiation Vocabulary

WORD <i>(part of speech)</i>	MEANING	EXAMPLE SENTENCE
alternatives (n)	other options	We can't offer you the raise you requested, but let's discuss some other alternatives .
amplify (v)	expand; give more information	Could you amplify on your proposal please.
arbitration	conflict that is addressed by using a neutral third party	We're better to settle this between us, because a formal arbitration will cost both of us money.
bargain (v)	try to change a person's mind by using various tactics	We bargained on the last issue for over an hour before we agreed to take a break.
bottom-line (n)	the lowest one is willing	I'll accept a raise of one dollar per hour, to go but that's my bottom-line .
collective (adj)	together	This is a collective concern, and it isn't fair to discuss it without Marie present
compensate (v)	make up for a loss	If you are willing to work ten extra hours a week we will compensate you by paying you overtime.
comply (v)	agree	I'd be willing to comply if you can offer me my own private office
compromise (v)	changing one's mind/terms slightly in order to find a resolution	We are willing to compromise on this issue because it means so much to you.
concession (n)	a thing that is granted or accepted	I think we can offer all of these concessions , but not all at once
conflict resolution (n)	general term for negotiations	It is impossible to engage in conflict resolution when one of the parties refuses to listen.
confront (n)	present an issue to someone directly	I confronted my boss about being undervalued, and we're going to talk about things on Monday

consensus (n)	agreement by all	It would be great if we could come to a consensus by 5:00 P.M.
cooperation (n)	the working together	I have appreciated your cooperation throughout these negotiations.
counter proposal (n)	the offer/request which is presented second in response to the first proposal	In their counter proposal they suggested that we keep their company name rather than creating a new one.
counterattack (n)	present other side of an issue	Before we could start our counterattack they suggested we sign a contract.
counterpart (n)	person on the other side of the negotiations	I tried to close the discussions at noon, but my counterpart would not stop talking.
cordially (adj)	politely	In the past I have had little respect for that client, but today she spoke cordially and listened to my point of view.
demands (n)	needs/expectations that one side believes it deserves	They had some last minute demands that were entirely unrealistic.
deadlock (n)	point where neither party will give in	When the discussions came to a deadlock we wrote up a letter of intent to continue the negotiations next week.
dispute (n)	argument/conflict	I was hoping to avoid discussing last year's dispute , but Monica is still holding a grudge.
dominate (v)	have the most control/stronger presence	Max has such a loud voice, he tends to dominate the conversations.
entitled (adj)	be deserving of	My contract says that I am entitled to full benefits after six months of employment.
flexible (adj)	open/willing to change	We have always been flexible in terms of your working hours.
haggling (v)	arguing back and forth (often about prices)	We've been haggling over this issue for too long now.
hostility (n)	long-term anger towards another	I want you to know that we don't have any hostility towards your company despite last year's mixup.
high-ball (v)	make a request that is much higher than you	I'm planning to high-ball my expectations when I open the discussion.

	expect to receive	
impulse (n)	quick decision without thought or time	I acted on impulse when I signed that six-month contract.
indecisive (adj)	has difficulty choosing /making a decision	They were so indecisive we finally asked them to take a break and come back next week.
leverage (n)	(bargaining power) something that gives one party a greater chance at succeeding over another	We have a little bit of leverage because we are the only stationary company in town.
log-rolling (n)	trading one favour for another	After a bit of log-rolling we came to an agreement that pleased both of us.
low-ball (v)	offer something much lower than you think is acceptable	I thought my boss was going to lowball by giving me a really small raise, but he was reasonable
mislead (n)	convince by altering or not telling the whole truth about something	They misled us into thinking that everything could be resolved today.
mutual (adj)	agreed by both or all	The decision to call off the merger was mutual
objective (n)	goal for the outcome	My prime objective is to have my family members added to my benefits plan.
point of view (n)	person's ideas/ thoughts	From my point of view it makes more sense to wait another six months.
pressure (v)	work hard to convince another of an idea	He pressured me to accept the terms by using intimidation tactics.
proposal (n)	argument to present	While I listened to their proposal I noted each of their objectives.
receptive (adj)	open to/interested in an idea	His positive body language demonstrated that he was receptive to our suggestions
resentment (n)	anger held onto from a previous conflict	Mary's resentment stems from our not choosing her to head the project.
resistance (n)	a display of opposition	We didn't expect so much resistance on the final issue.
resolve (v)	end conflict, come to	Before you can resolve your differences

	an agreement	you'll both need to calm down.
tactics (adj)	strategies used to get one's goals met	There are certain tactics that all skillful negotiators employ.
tension (n)	feeling of stress/anxiety caused by heavy conflict	There was a lot of tension in the room when George threatened to quit.
trade-off (n)	terms that are offered in return for something else	Lower payments over a longer period of time sounded like a fair trade-off until we asked about interest charges.
ultimatum (n)	a final term that has serious consequences if not met	His ultimatum was that if I didn't agree to give him the raise he asked for, he'd quit today without two week's notice.
unrealistic (adj)	very unlikely to happen	It's unrealistic to think that we will have all of our demands met.
victory (n)	a win	We considered it a victory because they agreed to four of our five terms
yield (v)	to give in to another's requests	The client will only yield to our conditions, if we agree to work over the holiday weekend.

○ Sample conversation – Negotiating

Louis Signals an End to the Negotiations and Attempts some Last-minute Tactics

Louis: Look, we're running out of time here and I've barely had a bite of my lunch

Marcus: I know, and we have a lot of work to get done this afternoon.

L: Well, I guess we'll have to settle this at another time.

M: Actually, I'd really like to get this settled today. I know how busy you are, and it's not easy to get you to sit down and talk.

L: (standing up and getting ready to walk out of the room) Well, we're not getting anywhere.

M: Please sit down for a few more minutes so we can make a decision.

L: And what if I don't? Are you going to quit?

M: I am a loyal employee, and I believe that it is in the best of both of our interests to have this conflict resolved. This should only take a few more minutes

L: Fine. You can be the foreman. I'll even change the title on your pay stub. But no raise.

M: I think you and I both know, that the raise is more important to me than the title itself.

L: You know, not very many owners would agree to give a person like you the title of foreman. You don't even have your proper certification.

M: You've said before that experience means more to you than education. Remember that guy Samuel that you hired. He had a four-year diploma in landscape design but had never worked a day out on the fields. You let him go before his probation was up.

L: Oh, don't remind me of that kid.

M: Look, I'd be willing to accept \$24.00/hr, if you agree to review my salary again come spring.

L: Fine. I guess, that's fair. You are my best employee, right now at least.

M: Great, then, you won't mind changing my status to crew foreman. I won't disappoint you. Remember, I'm willing to take on the extra duties of a foreman, which will give you more time to find new clients.

L: Speaking of new clients. I'm expecting an important phone call in ten minutes, so let's wrap this up

M: Well, I think we've both agreed on the terms. Can we shake on it? I mean, can I have your word that my new hourly wage will begin at the beginning of next month? (Markus holds out his hand.)

L: (Louis shakes it.) Okay, Mr. Foreman. Get back to work, would you. And, I'll need you to order all of the supplies for Monday.

M: Thanks, Louis. I'll get on that right now.

UNIT 5

The British have never seen the sun: not completely true. If the weather is actually bad most of the time, between a cold rain and a freezing cloudy day you will be able to see some sunshine, mostly during summer.

The British are always very polite: true. British are polite and proud about it, which makes them pretty nice to everyone. Be prepared to say “sorry”, “please” and “thank you” more often than usual.

British people love to drink tea: OK this one is completely true. They actually prefer a good cup of tea over coffee. So the sooner you learn what “put the kettle on” means the better.

The British frequently wear hats: false, not since the 60s.

British people eat terrible food: not completely false. Besides the famous fish and chips that they British actually almost never eat, their food is not considered as tasty. But thanks to the globalization, you will always find something you know and like, thus you're not doomed to starve for your whole stay.

British people like queuing: kind of true. And they don't understand why the rest of the world doesn't like to do the same. So learn the rule “first in time, first in line” if you want to fit in.

The British are obsessed with their Royal family: it depends. Many of them are proud of the Royals, others don't really care. But they all seem to agree about how much elegant their Princess Kate is.

The British know how to party: completely true. Just go to a random bar on a Saturday and you will understand.