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The article deals with the style and structure of business contracts. Contract is a business document presenting an agreement for the delivery of goods and services approved and signed by the Buyer (exporter) and the Seller (importer). Business contracts have a written standard form with the fixed structure and essential clauses.

Key words: business contract, style, business correspondence, formal, structure.

Козловська Г.Б. Стиль та структура бізнес-контрактів. У статті досліджуються стиль і структура бізнес-контрактів. Бізнес-контракт розглядається як офіційний документ, що репрезентує договір з доставки товарів та послуг, схвалений і підписаний Покупцем (експортер) і Продавцем (імпорттер). Бізнес-контракти мають письмову стандартну форму з фіксованою структурою та основними положеннями змісту.

Ключові слова: бізнес-контракт, стиль, ділове листування, офіційний, структура.

Козловская А.Б. Стиль и структура бизнес-контрактов. В статье исследуются стиль и структура бизнес-контрактов. Бизнес-контракт рассматривается как официальный документ, который представляет собой договор по доставке товаров и услуг, одобренный и подписанный Покупателем (экспортер) и Продавцом (импорттер). Бизнес-контракты характеризуются письменной стандартной формой с фиксированной структурой и основными положениями их содержания.

Ключевые слова: бизнес-контракт, стиль, бизнес корреспонденция, официальный, структура.

Nowadays more and more people in our country are getting involved in the world of international business relationships. As a result, businessmen in Ukraine need specialists possessing knowledge of English as the language of international communication used for writing documents. The article is **aimed at** investigating general characteristics of business contracts. The solution of the aim claims for doing away with certain **tasks**, such as: to point out the main features of formal English as the language of business correspondence; to describe the structure of business contracts and to single out their main clauses. **The object** of the research is a contract as a part of a business deal and a type of written business English. **The subject** of the research is specific features of style and structure of the above-mentioned business document.

A document in its any appearance has always been an important part of business doing. Business contracts are impossible without correspondence all over the world. It does not matter, whether you communicate with your partner on the phone (orally) or through telexes (in writing). All decisions and terms must be confirmed by documents. All business papers, both correspondence (letters), telexes, enquiries, offers, claims (complaints) and contracts (agreements) are normally associated with striking business deals and their procedure. Such documents are made up and signed by a judicious authority and are of legal importance. As a result of it, business documents are written in accordance with some officially accepted forms, common for everybody who wants to do business. The official business language differs from other kinds of the English language, mostly because of specific character of its functional usage, which can be illustrated in classical terms of style, its predestination, and main features.

A functional style of a language is characterised by the greater or less typification of its constituents and supra-phrasal units, in which the choice and arrangement of interdependent linguistic means are calculated to secure the purpose of communication. The style of official documents is divided into sub-styles of the language of business documents, legal documents, diplomacy, and military documents. The aim of the style of official documents is to state conditions binding two parties in an undertaking and to reach an agreement between them. General features of the style of English of documents' writing are the following: conventionality of expression; absence of emotiveness; encoded character of the language system (including abbreviations); general syntactical mode of combining several pronouncements into one sentence.

The syntactical pattern of business correspondence style is made up from compositional patterns of variants of this style which have their own designs. The form of a document itself is informative, because it tells something about the matter dealt with. From the viewpoint of its stylistic structure, the whole document is one sentence. It looks like separate, shaped clauses often divided by commas or semicolons, and not by full stops, often numbered. Every predicate construction begins with a capital

letter in the form of a participial or an infinitive construction. It can be shown in the example of *CLAIMS*:

1. *In case of non-conformity of the quality of the goods actually delivered by Sellers with the contract specification, any claim concerning the quality of the goods may be presented within two months of the date of delivery;*

2. *No claim to be considered by Sellers after expiration of the above period;*

3. *No claim presented for one lot of the goods shall be regarded by Buyers as a reason for rejecting any other lot or lots of the goods to be delivered under the present contract [King 1997, p.31].*

This structurally illogical way of combining definite ideas has its sense. It serves to show the equality of the items and similar dependence of participial and infinitive constructions or predicate constructions.

Every type of business documents has its own set phrases and clichés which may sound strange in colloquial English, e.g. *invoice, book value, currency clause, promissory note, assets*, etc. If a person wants to avoid misunderstanding, he or she should use glossary of commercial terms, and vice versa. Much vocabulary of formal English is of the French, Latin and Greek origin. They are often translated into informal language by replacing them by words or phrases of the Anglo-Saxon origin: *commence (formal) – begin, start (informal), conclude (formal) – end, finish, stop (informal)*. Phrasal and prepositional verbs are characteristic of informal style that is why they are not used in business correspondence. Their formal equivalents are used in official texts instead: *discover (formal) – find out (informal), investigate (formal) – look into (informal)*.

Business English is formal. We use it in business correspondence, official reports and regulations. Actually, it is always written. Exceptionally it is used in speech, for example, in formal public speeches. There are various degrees of formality, like in the examples: *After his father's death, he had to change his job (informal). On the disease of his father, he was obliged to seek for alternative employment (formal)*. These sentences mean roughly the same idea, but would occur in different situations. The first sentence is fairly neutral (common core) style, while the second one is very formal, in fact stilted, and would only occur in a written business report. In general, grammar rules of spoken sentences are rather simple and less constructed than grammar of written sentences, especially in agreements.

It is more difficult to divide a spoken conversation into separate sentences, and connections between one clause and the other are less clear because the speaker relies more on the hearer's understanding of the context and situation, as well as on his ability to interrupt if he fails to understand. The speaker is able to rely on features of intonation which tells us a great deal that cannot be reflected in written punctuation. The grammar use in business correspondence is also different about the pronouns *who* and *whom*, and the place of prepositions: *She wanted a partner for her business in whom she could confide. (formal) She longed for a partner (who) she could confide in. (informal)*

Formal written language often goes impersonal style. That means that one doesn't refer directly to himself or herself or to his or her readers, but avoids pronouns. Some of the common features of impersonal language are passive sentences beginning with the introductory word *it* and abstract nouns. The effect of the change into a passive construction is to reverse the focus from the subject to the object of speech. Abstract nouns, especially amount words (*majority, minority and amount*), specify more precisely the meaning of an utterance. It can be shown in the example of the 'Announcement from the librarian': *It has been noted with concern that the stock of books in the library has been declining alarmingly. Students are asked to remind themselves of the rules for the borrowing and return of books, and to bear in mind the needs of other students. Penalties for overdue books will in the future be strictly enforced.*

To be tactful is to avoid causing offence or distress in correspondence. Sometimes it means disguising or covering up the truth. In such a case, the use of imperatives should be polite, as in the example: *Would you like to stipulate details of the contract?* In other cases tentativeness is not connected with tact, but is simply an indication of the speaker's reluctance to commit himself on a given question. The use of *might* is characteristic of business correspondence, because it is a more tentative way of expressing possibility than *may*: *It might have been an error in a business deal.*

Since a writer of a business letter has a unified form in front of him or her, this person follows a set pattern while doing it. The entire writer's attention is focused on major information and data which represent the subject of the document. In this way, an addressee can decode the subject-matter faster,

because a document is written in the standard form in a simplified way. Knowledge of drawing up business correspondence is equal to communicating with people in a businesslike manner. A person should know rules of documents' writing to make one's business effective and profitable. All of them are united under the notion of style. A style of the language is a system of interrelated language means which serve a definite aim in communication [Арнольд 1991, с. 33]. The difference of formal and informal English is a matter of style and attitude of people to each other. However, it is not an easy matter to draw an exact line between formal and informal English, and that is the first, and the most important thing to be clarified in this article.

English of business correspondence possesses some important qualities, common for formal style of English as well. The language of business correspondence is very bookish and is remarkable for the usage of larger and more exact vocabulary, in comparison with informal style of communication. Sentences in documents are longer and their clauses are grammatically fitted together more carefully, which means a lot of practise for a person who draws up a contract. It is generally considered and expected that real business people, experts in their field of activity, should enjoy the preciseness and careful grammatical construction. It does not mean, of course, that business people must communicate orally in formal business style.

Formal business correspondence should be more impersonal. It should not emphasise the individuality of the writer, and takes little account of the personal qualities of people who are going to make use of it. Thus, the speaker should not refer directly to himself or his readers, but avoid the pronouns *I, we, you*, and it may also be of a difficulty for a person. One more problem is that formal English lacks vividness. The fact that it is formal implies its great dependence on arbitrary conventions, rather than on natural speech habits [Kozlovska 2012, p. 69]. That is why it is so hard for non-business people to keep concentrating their attention on contents of documents all the time, as their attention is diverted by intricate language use. Some of them will find their long and complicated sentences rather confusing: *This stipulation being of the essence of the contract, default by the buyers shall entitle the Sellers to load and ship the goods as convenient to themselves to any of the ports named in this contract and Buyers shall take delivery accordingly.*

Another chief problem to remember about business correspondence is that it will be read by busy people who usually have no interest in either one's personality or his or her problems. To be as clear and brief as possible without sacrificing clarity is a common trait of any business document: *The time of delivery of the Turbine Plant against the above contract expires on the 1st July. Please inform us by return of post of the progress of manufacture of the Turbine.*

Contract is a business document presenting an agreement for the delivery of goods, services, etc., approved and signed by both the Buyer (exporter) and the Seller (importer) [Гальперин 1981, с.131]. By law contracts are made in writing. When striking a deal, standard contracts are widely used. Standard contracts are not a must. Some articles can be altered and supplemented.

The following items are of the greatest importance in any contract: contract No.; place and date of signing; names of the Sides which signed the contract; subject of the contract; quality of goods; price (per unit and total price); destination; delivery time; requirements for packing and marking; payment terms; conditions of submission and acceptance of goods; transport conditions; warranty conditions and sanctions; arbitration conditions; force majeure; judicial addresses of the Sides; signatures of the seller and the buyer [Котий 1998, с. 12-28]. All appendices form an integral part of a contract. A contract is drawn up in accordance with the established form, often on special printed forms filled in with basic information by one-time writing.

The quality of machines and equipment is to be conformed to the technical specification of the contract. The quality of raw materials and foodstuffs is determined by standards, samples, and description. The price stated in a contract may be firm, fixed or sliding. Firm prices are not subject to change in the course of the fulfilment of the contract. Fixed price governs in the market on the day of delivery or for a given period. Sliding prices are quoted for machinery and equipment which require a long period of delivery.

There are some kinds of payment. A cheque is a written order to a Bank given and signed by someone who has money deposited there to pay a certain amount mentioned in the cheque to a person named on it. A draft is made out by an exporter and presented to the importer. It is also called a bill of exchange. A sight draft is a bill which is paid immediately on presentation. A bill is to be paid at a later

date and is called a term draft. There are 30-day, 69-, 90- and 120-day drafts. The payment is guaranteed with a letter of credit or a revolving letter of credit.

If speaking about transport and delivery terms the so-called door-to-door (multimodal) transport is wide-spread in shipping now. It involves a transfer of the goods from one kind of transport to another. In a through movement of the goods a combined transport document is issued instead of a traditional Bill of Lading.

Packing can be external (crate, bag) or internal (box, packet, flask, etc.), in which the goods are sold. In case of consumer goods packing has a double function. On one hand, it is for protection. On the other hand – it serves to advertise a product and attract a customer.

The export trade is subject to many risks. All sensible business people now insure goods for the full value. The idea of insurance is to obtain indemnity in case of damage or loss. The insured is better protected if his goods are insured against all risks. The goods may be also covered against general and particular loss or damage.

Force majeure is a force against which you cannot act or fight. Every contract has a force majeure clause. It usually includes natural disasters and such contingencies as war, embargo and sanctions. Along with this there are some other circumstances beyond the Sellers' control. The Seller may find himself in a situation when he can't fulfil his obligation under the contract. When negotiating a contract a list of contingencies must be agreed on and put into the contract.

When a manager makes up a contract he must not think only of his one-side interest. He must think in terms of common interest with his counterpart. In case of a contingency the Seller must notify the Buyers of a force majeure right away. If it is done in due time the Buyer may take immediate action to protect his interest. A force majeure must be a proven fact. The Seller is to submit to the Buyer a written confirmation issued by the Chamber of Commerce to this effect. The duration of a force majeure is, as a rule, 4 or 6 months.

A contract defines rights and obligations of the parties involved. Most often the Buyer makes quality and quantity claims on the Seller. The cause for complaint may be poor quality, breakage, damage, short weight, leakage, etc. The Buyer must write a statement of claim and mail it to the Seller together with the supporting documents: Bill of Lading, Airway and Railway Bill, Survey Report, Quality Certificate are documentary evidence.

Claims can be lodged during a certain period of time, which is usually fixed in a contract. During the claim period the Seller is to enquire into the case and communicate his reply. He either meets the claim or declines it. If a claim has a legitimate ground behind it the parties try to settle it amicably. The Seller in turn is entitled to make a claim on his counterpart if the Buyer fails to meet his contractual obligations. The Seller may inflict penalties on the Buyer if there is a default in payment. Financially, legitimate claims are in large part settled by debit or credit notes.

Thus, we can **conclude** that formal style of English has such main features as conventionality of expression, absence of emotiveness, encoded character of the language and general syntactic mode of combining several ideas within one sentence – all that is revealed in texts of contracts via their vocabulary, grammar and style. Contracts have a written standard form that's why a person who is likely to get involved in business should know the structure of contracts and their essential clauses.

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