

Модуль 1.

Task 1. Read the text to understand what information is of primary importance or new for you.

Employment law

Employment law entails contracts between employers and employees which are normally controlled by specific legislation. In the UK, certain laws have been enacted regulating the areas of sex discrimination, race relations, disability, health and safety, and employee rights in general.

In the recruiting processes, employers must take into consideration that it is unlawful to discriminate between applicants for employment on the basis of gender, marital status, colour, race, nationality, or ethnic or national origins. It is also unlawful to publish job advertisements which might be construed as discriminatory. It is unlawful for a person to discriminate against another based on sex or marital status in the hiring process and in respect of the terms and conditions of employment. However, there are exceptions to this rule, such as where sex or marital status is a genuine occupational qualification (GOQ).

The law protects disabled persons by making it unlawful to discriminate against such persons in the interviewing and hiring process and regarding the terms of the offer of employment. Employers are required to make reasonable adjustments in the place of work to accommodate disabled persons.

Matters related to continuation of employment, the amount and frequency of pay, hours of work, holiday entitlement, termination of employment, such as unfair dismissal, discriminatory dismissal or redundancy dismissal are governed by the Employment Rights Act 1996.

The protection of employees is largely enforced through complaints to an employment tribunal. The tribunal has the power to render decisions and issue orders in respect of the parties' rights in relation to complaints. It may also order compensation for loss of prospective earnings and injured feelings.

Task 2. Find in the text above the English equivalents for the following words and expressions. Memorize them. Use them in the context of your own.

умови трудового договору, непрацездатність, захищати інвалідів, претендент на посаду, найм робітників, розмір оплати, право на чергову відпустку, несправедливе звільнення, звільнення у зв'язку зі скороченням штатів, суд з трудових спорів, втрата очікуваного заробітку, виносити рішення, дискримінаційне звільнення.

Task 3. Give the Ukrainian equivalents for:

contracts between employers and employees, race relations, health and safety, recruiting processes, marital status, genuine occupational qualification, offer of employment, reasonable adjustments, termination of employment, discriminatory dismissal, render decisions.

Task 4. Answer the following questions:

1. What does Employment law deal with?
2. What job advertisements are considered to be unlawful?
3. How are disabled persons protected?
4. What matters are regulated by the Employment Rights Act?
5. What cases does an employment tribunal deal with?

Task 5. Match the key terms (1 - 4) with the examples (a - d):

1. discriminatory dismissal
2. redundancy dismissal
3. unfair dismissal
4. genuine occupational qualification

(a) An employee is laid off because his employer had insufficient work for him to do.

- (b) Only female applicants are hired for jobs at an all-women hostel.
- (c) An employee is fired when she becomes pregnant.
- (d) A worker's employment is terminated because he took part in lawful union activities.

Task 6. Read the case below and decide the following:

1. State the commencement date and termination date of Charles Scoville's employment with Bannerman and Law.
2. What was Charles Scoville's job title with Bannerman and Law?
3. What reason was Charles given for his dismissal?
4. Is the reason given for dismissal one of the legally acceptable reasons for dismissal? If so, which one?
5. What led the Senior Partner to believe that Charles had stolen from the firm?
6. What explanations has Charles provided for the allegation made against him?
7. What proof has Charles obtained in support of his explanation?
8. State in a few sentences why you would content that Charles has been unfairly dismissed?

Модуль 2.

Task 1. Find the equivalents of the following expressions and learn them:

1. основний договір, за яким сторона забезпечує собі володіння і користування товаром
2. для надання додаткових прав споживачеві були введені в силу й інші закони
3. використовувати ці слова і вирази з великою точністю
4. передати або погодитися передати власність на товар покупцю за грошове зустрічне задоволення, що називається ціною
5. продаж під умовою означає, що якась дія повинна бути виконана або певний час має минути
6. продаж містить передання власності та являє собою безумовний договір про продажі товарів.
7. передача, що супроводжується обміном, не є продажем, а являє собою різновид бартеру і не підпадає під положення закону «Про продаж товарів»
8. застереження щодо того, коли має бути здійснена оплата товару, не вважається істотною умовою

договору 9. ціна за товар може визначатися звичайною практикою ведення ділових операцій між сторонами 10. договір вважають укладеним за умови, що сторони не виражають іншого наміру 11. якщо третя сторона не може чи не здійснює оцінки вартості, угода анулюється 12. право власності на товар - це виключне право володіти, користуватися і розпоряджатися товаром 13. можливо мати у володінні предмет, тоді як право власності на нього все ще є у первинного власника 14. термін «товар» містить у собі все рухоме майно, за винятком майна у вимогах і грошей 15. за винятком тих випадків, коли вони несумісні з положеннями цього Закону

Task 2. Explain the following concepts:

caveat emptor –
conveyance –
a conditional sale –
an absolute contract of sale –
swap –
a reasonable price –
property in goods –
possession –
custody –
goods –
emblems –

Task 3. Insert the necessary prepositions:

1. A contract ____ the sale ____ goods is a contract ____ which the seller transfers or agrees to transfer the property ____ goods to the buyer ____ a money consideration called the price. 2. A transfer which is reciprocated ____ a swap is not a sale but a form ____ exchange and barter and is not ____ the scope ____ SOGA.
3. The price ____ the goods may be determined ____ course ____ dealing ____ the parties. 4. What is a reasonable price is a question ____ fact dependent ____ the circumstances ____ each particular case, though the general requirement is to pay the price reasonable ____ the time ____ delivery. 5. The property ____ goods must be distinguished ____ possession which can pass ____ the seller ____ the buyer irrespective ____ the time the property ____ the goods passes. 6. It is possible to be ____

possession ____ an article while the property ____ it is still ____ the original owner. 7. A person is said to have the "custody" ____ goods when he is ____ such a position that the goods may be retaken ____ him ____ pleasure. 8. The rules ____ common law except so far as they are inconsistent ____ the provisions ____ this Act apply ____ contracts ____ the sale ____ goods. 9. Such a contract may be made orally, ____ writing, ____ a combination ____ these means or may be inferred ____ the actions ____ the parties ____ sale.

Task 4. Match the types of contracts (1 – 5) with their definitions (a – e):

1. contract of sale of goods

2. exchange and barter

3. sale and delivery

4. agreement to sell

5. commercial contract

a. a contract of sale providing for actual transferring the possession of the goods to the buyer on certain terms

b. a legally binding agreement between parties in which they are obligated to do or restrain from doing particular things relating to any aspects of a business, such as trading, hiring, wages, leases, loans, investments, etc.

c. a contract of sale under which the ownership is to pass at a future time

d. a contract by which property is transferred from the vendor to the vendee for a fixed price in money, paid or agreed to be paid by the vendee

e. a contract in which property is transferred from one party to the other in return for some other property

Task 5. Fill in the gaps with the missing words:

1. The contract of sale of _____ is probably the best known and most common of all _____ contracts.

2. The Sale of Goods Act (SOGA) is the _____ of the modern English law of sale of goods.

3. A contract for the sale of goods is a contract by which the seller _____ or agrees to transfer the _____ in goods to the buyer for a _____ consideration called the price...’

4. An _____ to sell means that some act needs to be _____, or some time needs to have _____ before the sale can take place.

5. A sale, which includes a _____, constitutes an absolute contract of sale where the _____ is transferred from the seller to the buyer without _____ needing to be done first.

6. Consideration must be _____, however, if the consideration consists _____ of goods and partly of money, the contract is considered to be a contract of _____.

7. The price for the goods may be _____ by the contract, or left to be fixed in an _____ manner, or determined by _____ of dealing between the parties.

8. The price for the goods may be _____ market price which depends on the _____ of each particular case, though the general requirement is to pay the _____ reasonable at the time of _____.

9. When under agreement to sell price is to be _____ by a third party and such third party _____ or does not make such valuation, the agreement is _____.

10. “Property in goods” is the _____ right to possess, use and _____ of goods.

11. It is possible to be in _____ of an article while the property in it is still _____ the original

Task 6. Translate into Ukrainian:

1. Unless a different intention appears from the terms of the contract, stipulations as to the time of payment are not deemed to be of the essence in a contract of sale.

2. It is to be noted that section 1 (1) uses the expression "money consideration", the point being to distinguish a contract of sale from a contract of exchange.

3. Virtually all contracts of sale have conditions, e.g., a condition of title, and if this prevents the contract from being "unconditional" none of these contracts would be governed by section 18, rule 1, at all, thereby making that rule virtually useless.

4. Where the third party is prevented from valuation by the fault of the buyer or seller, the party not in default may maintain a suit for damages against the party in default.

5. An agreement to sell is transformed into a sale when the time passes, or the conditions are fulfilled subject to which the property in the goods is to be transferred.

6. Where under a contract of sale the transfer of property in goods is to take place at a future time or subject to some conditions later to be fulfilled, the contract is called an agreement to sell.

7. Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied between the parties.

8. The regulation provides that a credit-sale agreement is unenforceable unless in writing.

Модуль 3.

Task 1. Translate the following words and word combinations into Ukrainian.

1. joint and survivorship bank account; 2. intangible personal property; 3. tangible personal property; 4. interest in land; 5. equal right to the assets in the account; 6. ownership of stocks and bonds; 7. real property; 8. real estate; 9. right of survivorship; 10. right to bring a legal action; 11. mixed property; 12. complete ownership; 13. any rent the land might yield; 14. payable on death account; 15. assets in a bank account; 16. key characteristic of personal property is its movability; 17. realty; 18. degrees of ownership; 19. physical existence; 20. interest in a joint bank account.

Task 2. Translate the following words and word combinations into English.

1. частка у власності; 2. спільний або співспадкоємницький рахунок; 3. будь-яка власність, за виключенням нерухомого майна; 4. будівлі та інші фізичні структури на землі; 5. право власника землі одержувати оплату за її аренду; 6. рухома власність, яка має матеріальну форму; 7. різні види частки власності на землю; 8. вони мають ознаки, як нерухомого майна, так і особистої власності; 9. права щодо активів на рахунку; 10. різні ступені володіння землею; 11. нематеріальна особиста власність; 12. права, які виникають у результаті

володіння землею або її часткою; 13. часткові права; 14. володіння акціями та облігаціями; 15. активи на банківському рахунку; 16. право на спадкоємство; 17. типи власності тягнуть за собою конкретні права; 18. змішаний тип майна; 19. “нерухоме майно” або “нерухомість”; 20. рахунок, кошти з якого виплачуються лише після смерті його власника.

Task 3. Translate the following words and word combinations into Ukrainian.

1. life tenant; 2. grant ownership of her property; 3. abide by zoning and other restrictions; 4. lessee; 5. automatically acquires fee simple title ; 6. fee simple owner; 7. honor the rights of others who own an interest in the land; 8. landowner; 9. remainderman ; 10. for the duration of one’s life; 11. take the rents, products, or profits the property yields; 12. mortgage the property; 13. remainder interest; 14. co-owners; 15. mortgagee ; 16. life estate; 17. tenant; 18. the right to: use the real property as she sees fit; 19. holders of easements; 20. fee simple interest in the property.

Task 4. Translate the following words and word combinations into English.

1. просте право власності; 2. повний власник нерухомості; 3. довічний власник; 4. не порушувати прав інших землевласників; 5. простий титул на власність; 6. довічне володіння майном; 7. виплачувати податки на землю; 8. одержувати орендну плату; 9. право передавати повну власність на нерухоме майно; 10. закласти нерухомість через іпотечну закладну; 11. співвласник ; 12. виконувати вимоги зонування; 13. власники сервітуту; 14. прибуток, який приносить нерухомість; 15. квартиронаймачі; 16. суб’єкт наступного майнового права; 17. абсолютна частка власності у нерухомості; 18. орендар; 19. використовувати нерухомість на власний розсуд; 20. кредитори у іпотечній заставі.

Task 5. Translate the following words and word combinations into Ukrainian.

1. mixed property; 2. right of survivorship; 3. complete ownership; 4. use his share or dispose of it as a full owner; 5. any rent the land might yield; 6. surviving tenants divide that share among them; 7. payable on death account; 8. survivor ownership is commonly used for personal property; 9. assets in a bank account; 10. right may be defeated; 11. key characteristics of personal property is its movability; 12. . their claims are dealt with in the same suit; 13. realty; 14. lessee or tenant; 15. take the rents, products, or profits the property yields; 16. is informal permission to use another's property; 17. degrees of ownership; 18. lienholders are notified; 19. physical existence; 20. lessor; 21. interest in a joint bank account; 22. when the lease is signed; 23. mortgage the property; 24. the party acquires a leasehold interest or leasehold estate; 25. remainder interest; 26. license; 27. co-owners; 28. some liens, for example tax liens, have statutory priority; 29. mortgagee; 30. judgment lien; 31. life estate; 32. royalty; 33. tenant; 34. procedure for enforcing a lien is called foreclosure; 35. the right to: use the real property as she sees fit; 36. charge or encumbrance on property to secure the payment of a debt; 37. holders of easements; 38. when one lienholder sues to foreclose; 39. fee simple interest in the property; 40. formal permission, granted in writing by deed or similar document; 41. joint tenants have a right of survivorship; 42. in return

for a flat payment; 43. file a lawsuit to partition the property; 44. marshalling of liens; 45. tenant in common; 46. property will be subject to many liens; 47. regardless of the size of his share; 48. easement; 49. sell or mortgage the share; 50. lease the mineral rights to her property.

Task 6. Translate the following two texts into Ukrainian.

TEXT 1.

Types of Joint or Common Ownership. In Ohio, the usual type of multiple ownership of property is tenancy in common, in which each owner has an undivided, fractional share of the property. The shares may be equal or unequal. Regardless of the size of his share, each tenant in common enjoys full ownership of his share, and can sell, mortgage, use, or dispose of it as a full owner. If one tenant wishes to take his share, he may file a lawsuit to partition the property.

In Ohio, joint tenancy with right of survivorship is a kind of ownership created by statute. Joint tenancy is similar to tenancy in common, except that joint tenants have a right of survivorship. That is, when a joint tenant dies still owning her share, the surviving tenants divide that share among them. The right of survivorship may be defeated where, for example, all joint tenants "convey" (sell) their interest, or the joint tenants are husband and wife and their marriage is terminated by divorce or dissolution. It should be noted that joint and survivor ownership is commonly used for personal property as well as real property—a joint bank account, for example, normally is joint and survivor property.

Condominium ownership is a hybrid of individual and multiple ownership. When a person is a condominium owner, he normally owns a portion of the property involved outright, and a portion as a tenant in common. For example, in a condominium, each resident might own his own apartment (unit) in fee simple and be a tenant in common with other apartment owners as to halls, stairways, pools, walks, and other common areas, including the ground on which the building stands.

TEXT 2.

Leasehold Estate. If the owner gives temporary possession and use of her property to another in return for the payment of rent or something else of value, by means of a written agreement called a lease, the party to whom possession of the property is given acquires a leasehold interest or leasehold estate. In such a case, the landowner is called the *lessor* and the person to whom the property is rented is called the *lessee* or *tenant*. The term, or time, of the lease may be weeks, months, or years.

Mortgages and Liens. A "lien" is a charge or encumbrance on property to secure the payment of a debt or the performance of some act. There are many other types of liens: a tax lien, a judgment lien, a mechanic's lien, etc. The procedure for enforcing a lien is called foreclosure. Frequently, property will be subject to many liens. In such cases, when one lienholder sues to foreclose, all lienholders are notified and their

claims dealt with in the same suit. This process is called "marshalling of liens". Some liens, for example tax liens, have statutory priority.

Easements and Licenses. An easement is formal permission, granted in writing by deed or similar document, to use another's property. Easements are commonly granted to utility companies to install and maintain water, sewer, etc. gas, across private property. A license is informal permission to use another's property, e.g. to use a path across an owner's property.

Mineral Rights and Similar Interests. An owner might lease the mineral rights to her property to an oil exploration company in return for a flat payment when the lease is signed, plus a royalty of, for example, one-eighth of the value of any oil or natural gas brought to the surface.

Модуль 4.

Task 1. Translate the following text into Ukrainian.

Intellectual property law

Intellectual property (IP) is a term referring to a number of distinct types of creations of the mind for which property rights are recognised. Under intellectual property law, owners are granted certain exclusive rights to a variety of intangible assets, such as musical, literary, and artistic works; discoveries and inventions; words, phrases, symbols, and designs. Common types of intellectual property include copyrights, trademarks, patents, industrial design rights and trade secrets in some jurisdictions.

Although many of the legal principles governing intellectual property have evolved over centuries, it was not until the 19th century that the term *intellectual property* began to be used, and not until the late 20th century that it became commonplace in the United States. The British Statute of Anne 1710 and the Statute of Monopolies 1623 are now seen as the origin of copyright and patent law.

Copyright arises as soon as original work (literary, dramatic, musical or artistic) is created and embodied in a specific media (in films, in a sound recording, in print or as an electronic record). The copyright owner, normally the author, has exclusive rights, including the rights to make copies, to sell copies to the public, or to give a public performance of the work. The owner may license, usually in writing, the reproduction of the work.

A patent is a territorial right given to the patent holder for a statutory period of years. It must be applied for in each jurisdiction for which protection is required. In the UK, it may be granted by UK Patent Office; in the USA it is issued by the Patent and Trademark Office.

A trademark needs to be registered at the Patent office to be protected. It can be a sign including words, symbols, pictures, or a combination of all these elements. Its function is to represent the goods graphically and distinguish them from other goods. The mark must be specific to the goods or services to which it is to apply and must not be misleading or contrary to law or morality.

Domain names are unique Internet addresses which distinguish one computer from all others connected to the Internet, for example google.com. Top level domains (TLD) include two letter country code, such as uk, ru, ua. Generic TLDs include com, org, biz, and coop. Below these are the second level domain names, for example, McDonalds in McDonalds.com. Domain names can be registered directly at accredited registrars, that is, Internet name licensing authorities, or by buying them from Internet naming companies.

IP rights can be enforced through civil remedies, and may involve criminal sanctions. As a final remedy, the right holder can obtain financial compensation for losses caused by infringement.

Task 2. Find in the text above the English equivalents for the following words and expressions. Memorize them. Use them in the context of your own.

Надавати виключні права, нематеріальні активи, промисловий зразок, авторське право, торгова марка, комерційна таємниця, цивільно-правовий засіб судового захисту, правовласник, порушення прав, встановлений законом строк, видати патент, вводити в оману.

Task 3. Give the Ukrainian equivalents for:

creations of the mind, civil remedies, criminal sanctions, to obtain financial compensation, accredited registrars, licensing authorities, patent holder, contrary to

law, public performance, artistic works, to grant exclusive rights, intangible assets, reproduction of the work .

Task 4. Answer the following questions:

- 1) What does the term of intellectual property mean?
- 2) What are the common types of intellectual property?
- 3) What exclusive rights does the author of the work have?
- 4) Where is a patent granted?
- 5) What is a trademark?
- 6) Where can domain names be registered?
- 7) How can IP rights be enforced?

Task 5. Give the definitions.

1. _____ — a property right that subsists in certain tangible creative works.
2. _____ — anything graphic that conveys information, for example, numerals, words, letters, packaging, shape of the goods, etc.
3. _____ — using clear images, lines, characters, musical notation, internationally recognized colors, etc.
4. _____ — any sign, represented graphically, which is capable of distinguishing the goods or services of one business from others.
5. _____ — part of an Internet address indicating the type of organization or country location.

Task 6. Discuss the following points:

Copyright protection on the Internet is a major concern of the entertainment industry. Some of the issues concern of peer-to-peer file swapping of music and film piracy. Do you think the rights of the music and film producing corporations should be better protected?