



5528-354 JULY 2015
Level 3 Diploma in Legal Administration
 Proofreading in the legal environment

If provided, stick your candidate barcode label here.

Thursday 2 July 2015
10:00 – 11:00

Candidate name (first, last)

First

Last

Candidate enrolment number

Date of birth (DDMMYYYY)

Gender (M/F)

Assessment date (DDMMYYYY)

Centre number

Candidate signature and declaration*

• If any additional answer sheets are used, enter the additional number of pages in this box.

• Please ensure that you **staple** additional answer sheets to the **back** of this answer booklet, clearly labelling them with your full name, enrolment number, centre number and qualification number in BLOCK CAPITALS.

• All candidates need to use a **black/blue pen**. **Do not** use a pencil or gel pen.

• If provided with source documents, these documents **will not** be returned to City & Guilds, and will be shredded. **Do not** write on the source documents.

***I declare that I had no prior knowledge of the questions in this assessment and that I will not divulge to any person any information about the questions.**

You should have the following for this examination

- a pen with black or blue ink

General instructions

- The duration of this paper is 1 hour.
- The test is formed of two parts. Part 1 contains a passage which you need to compare and identify the **15** errors and Part 2 contains a draft Partnership Agreement which you need to identify and correct the **35** errors.
- You can identify up to a **maximum** of **42 errors** in Part 2 of this test. However, if more than **42** errors are identified, your examination result will become void.
- You are required to achieve a minimum number of marks in both parts in order to pass.
- You will be **allowed** to use English, legal or mother tongue dictionaries to assist you in this test.
- The invigilator will tell you when you can start the test.
- At the end of the hour, the invigilator will tell you to 'stop writing' and to put your pens down. The invigilator will then collect the papers and return them to City & Guilds to be marked.

For examiner's use only	
Part 1	
Part 2	
Total	



Part 1**Candidate instructions**

- Compare the following passages.
- You are required to circle the **fifteen** errors, in **pen**, on the **second** passage.

*1st passage***Fair Redundancy**

If you've been selected for redundancy you must be given a notice period. The periods you're legally entitled to are:

- One week's notice if you've been employed between one month and two years,
- One week's notice for each year if you've been employed between two and twelve years,
- Twelve weeks' notice if you've been employed for twelve years or more.

Where an employer makes twenty or more employees redundant (collective redundancy) there should be consultation with the employee's representatives. Otherwise you could make a claim to an employment tribunal for up to ninety days' pay.

*2nd passage***Fare Redundancy**

If you've been selected for redundancy you must be given a notice period; The periods you're legally entitled to is:

- One week's notice if you've been employed between one month and two years,
- One week's notice for each year if you've been employed between two and twelve years',
- Twelve weeks' notice if youv'e been employed for twelve years or more.

Were an employer makes twenty or more employers redundant (collective redundancy] there should be consultation with the employee's representitives. Otherwise you could make a claim to an employment tribunal for up to 90 day's pay.

(15 marks)

For examiner's use only

Spelling	Punctuation	Consistency Grammar Presentation	Total

Write the correct answers below

7 Each partner shall be entitled to take five weeks holiday in each calender year at such times as they both agrees and all decisions relating to the partnership shall be made by agreement between them

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8 Neither partner will engage in any business, venture or transaction, weather directly or indirectly that might be competative with the business of the partnership or that would be in direct conflict of interest to the partnership. Any potential conflicts of interest will be deamed an involuntary withdrawal of the offending partner and may be treated accordingly by the remaining partner. A withdrawing partner will not carry on a similar business to the business of the partnership within any established or contemplated market regions of the partnership for a period of at least twelve months after the withdrawal date

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9 This Agreement constitutes the entire Agreement between both parties pertaining to the subject matter contained in it. It superseeds all prior and contemporaneous documents, representations, warrenties and understandings of the parties and no amendment of this document shall be binding unless excuted in writing by both parties'

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IN WITNESS OF WHICH the parties has signed this Agreement the day and date first above written.

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Signed by or on behalf of the first partner in the presence of)
Name)
Address)
Occupation }

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Signed by or on behalf of the second Partner in the presence of:)
Name)
Address)
Occupation)

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For examiner's use only

Spelling	Punctuation	Consistency Grammar Presentation	Total