







5528-354 JULY 2015 Level 3 Diploma in Legal Administration

Proofreading in the legal environment

If provided, stick your candi barcode label here.	date Thursda	day 2 July 2015 - 11:00		
Candidate name (first, last)				
First				
Last				
Candidate enrolment number	Date of birth (DDMMYYYY	Y) Gender (M/F)		
Assessment date (DDMMYYYY)	Centre number	Candidate signature and declara	ation*	
 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. 				

General instructions

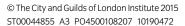
• a pen with black or blue ink

- 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.

You should have the following for this examination

• 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 legallly 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 (collectve 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

+

Part 2

Candidate instructions

- The draft Partnership Agreement contains **thirty-five** errors which will be in the form of spelling, punctuation, consistency, grammar and presentation.
- You are required to circle, in **pen**, all the errors that you can find **and** write the correct answers in the margin.

		answers below
<u>Draft</u>		
Two T of Mea of We 22 Ga	PARTNERSHIP AGREEMENT is made the First day of Febuary housand and Thirteen BETWEEN FRANCES HARDINGTON adow View 13 Queensland Cresent Birmingham in the County est Midlands ("the first partner") and RUTH FOSTER of rdinia Close Erdington in the County of West Midlands ("the d partner")	
NOW	IT IS HERBY AGREED as follows;	
1	The said FRANCES HARDINGTON and RUTH FOSTER shall become and remain partners in the buisness of Floristry Supplies for a term of five years from the date of this deed if they shall so long live	
2	The partnership shall continue untill terminated under the terms of this Agreement or until the death or bankrupcy of either of the parties	
3	The partners shall work in partnership under the companys' name of Superior Floristry and Craft Supplies (or such other name as the partners may hereafter agree) and sales will be conducted through there retail outlet	
4	The partnerships profits and losses shall be determined in accordance with good accounting practises and shall be shared equally between both partners	
5	The business of the partnership shall be carried out at The Mews Market Street Birmingham B21 9LG and/or such other place or places as the partners' may from time to time decide	
6	An account shall be opened in the name of the partnership at Premier Bank and any money belonging to the partnership shall be paid into the account and both partners' signitures shall be required on all cheques drawn and on all other instruments and instructions made in conection with the account	



Write	the	correct
answ	ers/	below

7	Each partner shall be entitled to each calender year at such times decisions relating to the partn agreement between them	as they both agrees and all	
8	Neither partner will engage in transaction, weather directly or competative with the business of the in direct conflict of interest to the conflicts of interest will be deamed of the offending partner and may be remaining partner. A withdrawing similar business to the business of established or contemplated mark for a period of at least twelve more	indirectly that might be the partnership or that would be partnership. Any potential ed an involuntary withdrawal be treated accordingly by the grantner will not carry on a of the partnership within any et regions of the partnership	
9	This Agreement constitutes the both parties pertaining to the subj superseeds all prior and con representations, warrenties and u and no amendment of this documexcuted in writing by both parties'		
	TNESS OF WHICH the parties has not date first above written.	signed this Agreeement the	
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For examiner's use only

Spelling	Punctuation	Consistency Grammar Presentation	Total