

Answers to sample TOLES Advanced examination paper

Questions 1-10

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|------|-------|
| 1. C | 6. B |
| 2. D | 7. D |
| 3. C | 8. C |
| 4. A | 9. A |
| 5. A | 10. A |

Questions 11-20

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|------------|-----------------------|
| 11. treat | 16. revoked/withdrawn |
| 12. case | 17. offeree |
| 13. held | 18. lapse |
| 14. bound | 19. enforce |
| 15. tender | 20. open |

Questions 21-22

These questions involve freehand writing, so there is no one correct answer. Credit is given for correct use of grammar, punctuation, vocabulary, register and consistency of style.

Suggested answers:

Question 21

We will not publish any advertisement which may mislead readers into believing that the advertisement is a part of the nonadvertising section of this magazine.

Question 22

To qualify as a rate agreement under clause 2a:

- a) customers must be given a minimum of 30 days' notice; and
- b) the agreement must be published in the way mentioned above [in this memo];
and
- c) the commission has approved the agreement.

The requirement to publish the agreement is unnecessary for emergency rates.

Questions 23-32

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|----------------|----------------------|
| 23. eligible | 28. bankruptcy |
| 24. expressly | 29. fiduciary |
| 25. intangible | 30. permission/leave |
| 26. notice | 31. libel |
| 27. nuisance | 32. lieu |

Questions 33-42

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|-----------|----------|
| 33. to | 38. in |
| 34. with | 39. to |
| 35. in | 40. on |
| 36. under | 41. into |
| 37. of | 42. by |

Question 43

This question involves freehand writing, so there is no one correct answer. Credit is given for correct use of grammar, punctuation, vocabulary, register and consistency of style.

Suggested answer:

Dear Sirs

Mr and Mrs Jacobson – 19 Wilson Close, Hove, Brighton

We act on behalf of Mr and Mrs Jacobson who purchased the above property 18 months ago. Prior to the purchase our clients instructed your firm to inspect the property and provide a detailed survey report.

The report that you provided mentioned the condition of the roof, but your surveyor concluded that no work would be necessary for a period of 5 years following the date of the inspection. You also assured our clients that a full search had been carried out with the planning department of the county council and that nothing had been discovered that would have a detrimental effect on the property.

In reliance upon your report, our clients purchased the property for £79, 950. Regrettable, they have since experienced several serious problems with the property, which are detailed below:

- there has been a major leak into the property through the roof, causing significant damage to the interior. This has meant that the effected rooms have had to be redecorated.
- a large proportion (30%) of the roof tiles have had to be replaced.
- most damaging of all, a new main road is currently being constructed which will adjoin the garden of the property. This will cause much distress and inconvenience to our clients and will significantly reduce the value of the property.

In our opinion our clients have a very strong case against your firm on the grounds that the survey report you provided to them was negligent. We have advised my clients to seek damages for professional negligence and legal proceedings will be issued in the near future. We ask that you kindly provide us with the name and address of your insurer as we will need to contact them in connection with this matter.

Yours faithfully

Thomas Bedford.

Questions 44-53

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|------------------|-----------------|
| 44. relation | 49. exchange |
| 45. satisfactory | 50. substandard |
| 46. complicated | 51. exceptions |
| 47. conversely | 52. permit |
| 48. contractors | 53. array |

Questions 54-59

- 54. stubborn, difficult to persuade him to change his opinion
- 55. received a very unfavourable deal (usually financial)
- 56. difficult time
- 57. start talking or acting immediately, without thought
- 58. to be undecided about something
- 59. specify, identify

Question 60

This question involves freehand writing, so there is no one correct answer. Credit is given for correct use of grammar, punctuation, vocabulary, register and consistency of style. Each of the underlined words or expressions must be explained clearly in plain English.

Suggested answer:

Hi Fred

No problem – I'm always pleased to help a friend in need! The loan agreement is pretty complicated, so I've rewritten it for you. Have a look and if you still don't understand anything, just give me a ring.

See you soon for that beer – I think I've earned it!

Cheers – Michale.

This clause is talking about the things which are considered to be an event of default (that is, not carrying out the terms of the contract properly, so giving rise to the bank being able to end the loan agreement with you). By the way, the Lender is the bank and the Borrower is you.

1. The following things are events of default:
 - 1.1. if you don't pay (*fail to pay*) any amount of money that you have to pay on the date it becomes payable (*due*) or according to the terms of this loan agreement
 - 1.2. if you don't do what you're supposed to, or don't carry out or follow (*comply with*) all your duties in the right way and at the right time (*duly and punctually*). If you don't do something (other than not paying money), which the bank thinks can be put right (*remedy*) the bank can send you written notice requiring you to resolve the problem. You've then got 7 days from receiving that notice to fix the problem in a way the bank thinks is OK. If you don't resolve it in time, then you will be in default.
 - 1.3. This clause is talking about legal action being taken over your business. It says that if someone you owe money to (*creditor*) takes any part of your

assets or business, or if any legal court order is made against you or enforced against your assets or business, then this is an event of default. *Execution* is where your goods are taken and sold because you owe someone money. There's an exception here – if you do as the order says and the order is lifted and you are released from it (*discharged*) within 14 days. You get a longer time period if you're arguing against (*contesting*) the order at appeal.

- 1.4. If you stop, or stop temporarily (*suspend*) paying your creditors, or any group of them, or if you can't pay any sums of money you owe (*debts*) (and this includes the case where the law considers (*deems*) this, even if you think otherwise), then this is an event of default. Similarly, if you try to enter into any kind of financial agreement with people you owe money to, or if you are officially declared not to have enough money to pay all your debts (*bankrupt*)
 - 1.5. The last event of default is if anything happens that the bank thinks is enough to believe that
 - 1.5.1. a significant (*material*) negative (*adverse*) change in your business or financial situation (present or future) has happened or
 - 1.5.2. your ability to carry out your duties under this agreement has been or will be significantly and negatively affected.
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