

# 挑战 BEC3

— 剑桥商务英语高级

李怡葶 .Eric Gillmore 编著



国防工业出版社

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新挑战剑桥商务英语系列

# 挑战 BEC3——剑桥商务英语

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## 高级

李怡亭 Eric Gillmore 编著

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## 内 容 简 介

本书针对剑桥商务英语考试高级 (BEC3) 的试题进行了详尽与系统的讲解。

本书共分成 6 个部分, 第一部分主要对 BEC3 的考试形式和内容进行了概括性的说明, 以例题形式让读者首先对 BEC3 测试的内容有一个直观的认识和了解; 第二部分对 BEC3 考试的重点——阅读部分进行了主体性的例题讲解式分析, 并结合例题后的练习让读者实际感受 BEC3 考试阅读试题的风格和难度; 第三部分陈述了 BEC3 写作题型的特点并向读者传授了取得 BEC3 写作题高分的技巧; 第四部分是本书的听力部分, 本部分不仅针对 BEC3 听力考试内容, 而且针对提高听力的整体学习方法提出了作者独到的见解, 以期让读者有事半功倍的效果; 第五部分考查了读者的口语水平, 以例题形式向读者透露了 BEC3 口语测试部分考核的形式和重点, 向读者指明了应试性提高口语能力的方向; 本书在最后一部分以 BEC3 历年考试的真题形式向读者提供了一个模拟的 BEC3 实际考试环境。本书不仅适合参加 BEC3 考试的读者, 而且对于英语爱好者和参加其他英语类考试的读者都大有裨益。

## 前 言

随着我国加入 WTO,我国与海外的经贸联系日趋频繁,商贸往来的范围也在日趋扩大。英语作为全球范围内通行的语言已经成为国际商务的官方语言,无论是从国家经济发展的角度,还是从与世界接轨的角度,商务英语(Business English)都应成为我国商务人士或有志于从事国际商务往来人士的首要掌握目标,而由英语剑桥大学考试委员会推荐、国家教育部考试中心承办的权威性考试——BEC 剑桥商务英语证书(Business English Certificate, BEC)考试则为商务英语的掌握水平提供了一个量化的标准。

商务英语考试在我国一年举办两次,考试形式分笔试和口试两部分。由剑桥大学签发的 BEC 证书可在各类经济部门特别是涉外经济部门的“三资”企业招聘、晋升时作为英语能力的权威性证明,因而受到广大商务人士的青睐和信任。中国已经踏入了 WTO 的时代,外资企业入驻中国融入中国经济必将成为我国日后经济发展的重要组成部分,作为新经济时代的人才掌握商务英语已成为其有别于以前任何经济时代人才的显著特征。其中 BEC1 是面向中下级水平的考试,BEC2 是面向中高级水平的考试,BEC3(即 CEIBT)是面向较高水平的考试。应试人员可以根据自己工作的需要和自身英语的实际水平进行选择参加不同级别的考试。

我们知道商业类英语有十分强的实用性与交际性,它既重视语言表达的口语化又重视书面措词的标准化,既强调听力的能力又看重口语的表达能力,可以说剑桥商务英语考试对应试者把英语作为一种语言在商务的特定环境里的掌握程度进行了全面细致的考核,剑桥商务英语考查的单词量可能不会很多,但它对考试人员阅读能力的考查却是它考核的重中之重。本书紧密结合 BEC 考试内容,从试题的类型出发,按照试卷内容,以例题讲解为重点,全面系统地对 BEC 考试的出题方式和相应知识点进行阐述。本书通过对例题的讲解引导读者形成正确的解题思路,如果能有助于让读者在解题时达到触类旁通、举一反三的目的,那将让本书作者感到最大的欣慰。

本书从商务英语考试的实际出发,针对考试的重点和我国英语教学的弱点分别对阅读部分和听力口语部分着重进行了介绍,无论是从学习的方法上还是从解题的技巧上,作者都进行了系统细致的论述和讲解。作者考虑到参加 BEC3 考试人员的实际英语水平,从实际出发,用务实的态度、独到的见解,为准备参加 BEC3 考试的人员提供了一本不可多得的 BEC3 考试指南性质的实用性很强的学习手册。

由于本书写作时间仓促,编者精力有限,书中肯定有不尽如人意的纰漏之处,编者恳请同行及读者不吝斧正,并同时衷心祝愿有志于剑桥商务英语考试的读者能披荆斩棘、乘风破浪,取得理想的成绩,完美地完成自己的人生设计。

编者

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## 第一部分 BEC3 考试简介

商务英语证书考试是分为3级的英语水平系列考试(BEC1、BEC2、BEC3),旨在满足英语学习者从事国际商务的需要。BEC3是专门为东南亚地区设置的考试,是商务英语证书系列考试中的最高级别,它对高水平的英语学习者在商务工作环境中听、说、读、写四个方面进行考查。BEC3在结构、风格和内容上与BEC1和BEC2相似,但是考试要求更高,考试内容均选自真实的材料和背景。

### 第一节 BEC3 考试分析

BEC 系列考试对照表

级别 项目	BEC1	BEC2	BEC3
水平	相当于剑桥英语水平考试 1 级~2 级	相当于剑桥英语水平考试 3 级	相当于剑桥英语水平考试 4 级
考试时限	第一阶段:100 分钟 第二阶段:10 分钟	第一阶段:125 分钟 第二阶段:12 分钟	第一阶段:140 分钟 第二阶段:14 分钟
阅读	6 部分/40 题 分数:40 分	6 部分/45 题 分数:45 分	6 部分/50 题 分数:50 分
写作	3 篇短文写作 分数:20 分 最多 85 词 时间:70 分钟 共 60 分	2 篇文章写作 (一篇短文, 一篇较长文章) 分数:25 分 最多 200 词 时间:90 分钟 共 70 分	2 篇较长文章 分数:30 分 最多 350 词 时间:100 分钟 共 80 分
听力	3 部分/30 题 时间:30 分钟 分数:30 分	3 部分/30 题 时间:35 分钟 分数:30 分	3 部分/30 题 时间:40 分钟 分数:30 分
口语	2 部分 时间:10 分钟 形式:2×2 (即:两名考官,两名考生)	2 部分 时间:12 分钟 形式:2×2	3 部分 时间:14 分钟 形式:2×2

可见,BEC3 是一种高水平的商务英语水平考试,其目的是:

——考查考生在日常工作和学习中的实际运用能力,

- 考查考生处理考试中出现材料及考试形式的能力,
- 考查考生处理各种话题的能力,
- 考查考生识别和运用语法及词汇的能力。

在 BEC1 和 BEC2 考试中,“商务”方面的内容会影响考试中的词汇、文章类型及情景,而语言能力的其他方面(如阅读技巧中的获取文章要点,或猜出听力文章中的生词,或处理语法结构的能力)则主要在 BEC3 中考查。

对于 BEC3,不可能综合确定适合这一级考试的词汇范围,不过,BEC3 的词汇是在 BEC2 的基础上加以扩展,BEC2 使用的是 Hind marsh 的《英语词汇》(English Lexicon 1 级~5 级)以及商务英语补充词汇表。

### 一、试卷结构及评分方法

BEC3 与其他 BEC 考试略有相同之处,但比 BEC2 要求更高,考试时间也略长一些。与 BEC1 和 BEC2 一样,BEC3 包括 4 种语言技能(即四个组成部分)。

#### 第一部分 阅读 (50 分钟~60 分钟 50 题)

部分	考试重点	文章类型及内容	答题形式	题数
1	阅读	真实的商业文章(约 450 词) 理解要点和主要内容	多项匹配	8
2	阅读	真实的商业文章(约 450 词~500 词) 理解具体事实和文章结构	补全句子	6
3	阅读	较长的真实的文章(约 500 词~600 词) 理解大意及具体细节	4 项选择	6
4	阅读、词汇、结构	完形填空文章(250 词) 部分词被删除,有 1 个~2 个涉及结构的词也可能被删除	4 项选择 完形填空	10
5	阅读及结构	完形填空文章(250 词) 文章结构包括连贯或结合	非选择性 完形填空	10
6	阅读及结构	短文(150 词~200 词) 改错,删除句中多余的词	改错题	10

#### 第二部分 写作 (40 分钟~50 分钟 2 篇)

部分	技能重点	文章类型	答题形式	分数
1	短文写作	根据图文及标题写一篇与商业有关的文章。考查用自己的话题提供信息的能力	写一篇字数限定为 100 词的文章,如短信、简短报告等	10 分
2	较长文章写作	一篇有标题的限定性文章,可能会有图表。考查表达或论证观点的能力;比较和对照证据或论点;评价观点并作结论	一篇字数为 200 词~250 词的较长的文章,如正式信函、较长的报告等	20 分



## 第三部分 听力 (40 分钟 30 题)

部分	技能重点	文章类型及内容	答题形式	题数
1	获取具体信息并记录	1 篇~3 篇有信息的文章,其内容以工作有关的场合和实际的工作任务为基础,如记录、填写表格等	听力填空;要求做限制性书面答题	12
2	辨别话题、功能、说话人的意图等	5 篇不同类型的、与工作有关的短文	多项匹配	10
3	听懂要点和细节	1 篇由 2 人或 3 人轮流进行的较长的对话	3 项选择填空	8

BEC3 的评分方法与 BEC1~2 的评分方法相似。在第一阶段,第一部分(阅读)约占总分 45%;第二部分(写作)约占总分 27%;第三部分(听力)约占总分的 27%。考生成绩为 3 个部分成绩的总和。在第一阶段成绩为 A、B、C 或 D 的考生将获得证书,成绩为 U 的考生将得不到证书。

在 BEC3 考试中,所有考生必须参加口试,口试成绩另计。

## 二、BEC3 试卷的选材与考生应达到的程度

真实性是 BEC 考试的一个重要特征,真实性贯穿于 BEC 全部教材中,并突出了情节和交流的真实性。阅读和听力考试中的文章选材是获取真实性的重要方面。BEC3 中使用的文章类型选自与下列活动和环境有关的真实素材。

文章素材包括以下内容:

- (1) 与从事国际商务工作的人员有关;
- (2) 不要求具有超过理解中列举的文章类型的专门商务知识;
- (3) 不要求算术技巧;
- (4) 不要求熟悉英国文化或生活方式,如支票簿的使用、定牛奶、英国的地方和名字等。

所有阅读文章和听力文章均选自真实素材,但文章是经过编辑以满足考试要求的。一般来说,BEC3 考生应该能应付以下类型的文章。

各种类型的信函 备忘录、记录和留言 通知、时刻表 表格 广告 办公日记 说明书和制度 电话簿	选自商务和一般报刊杂志的文章 新闻报道 指南手册和目录 公共信息和通知 对人物、事件、制度、产品等的描述	政策声明和提议 商务计划 公司报告(节选) 会议记录 有关经营的书籍
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这些文章有可能包括标记、曲线图、图标和表格等示意图。

根据上面的表格,以下部分对 BEC3 考生应该达到的程度做了详细说明。

#### 1. 与工作有关的部分(A)

活动:要求获得与工作相关的服务

环境:工作场所(办公室、工厂等)

技能:听/说、写作

(1) 听/说能力。能在交流中有说服力地表达意见,能提出自己直接工作范围以外的问题。

(2) 写作能力。能处理所有订货或请求服务的日常事务。但是如果此类要求是拟寄给一家新客户,或需要有一定程度的策略并且较为微妙时(如:对地位较高者提出要求),其信函应由他人复审。

#### 2. 与工作相关的服务(B)

活动:提供与工作相关的服务

环境:工作场所(办公室、工厂等)

技能:听/说

(1) 听/说技能。能对工作中可能会出现的大多数事情和别人的口述加以记录,但可能会对非例行的或复杂的信函难以胜任;能概述非本国语言的信函;能与来访者进行较长时间的交谈,但当话题超出自己职权及能力范围时可能会感到困难;能回答超出直接工作范围的问题,但是这些问题不涉及复杂的议题,如公司政策;如果这些问题带有微妙的或有争议的性质,就会感到困难。

(2) 写作技能。能对自己工作领域内可能会出现的事情做记录,但可能不能准确地记录复杂的、微妙的、或有争议的事情。开会时,能对会议内容做准确的记录。

#### 3. 涉及讨论会

活动:参加会议和讨论会

环境:工作场所(办公室、工厂等),会议中心

技能:听/说、写作(记录)

(1) 听/说技能。能在会议和讨论会上就自己工作范围内的事情发表自己的意见;能听懂大多数事情;能听懂各种论点,除非论点非常复杂或抽象。

(2) 写作技能。能对自己专业范围内可能发生的大多数事情做记录,但可能不能准确记录复杂或陌生的事情;能够边做记录边参与讨论。

#### 4. 正式介绍和示范

活动:听懂并能作介绍或示范

环境:会议中心、展览中心、工厂、实验室等

技能:听/说、写作(记录)

(1) 听/说技能。能听懂具体事情并作介绍或示范,如果遇到复杂的解释或意外的问题,或当别人的陈述不清楚时,会感到困难。

(2) 写作技能(记录)。能在介绍或示范时对自己专业范围内可能出现的大多数事情作记录,但是可能不能准确地记录比较复杂或陌生的事情。

#### 5. 通信

活动:看懂并能拟写传真、信函、备忘录、电子信件等

环境:工作场所(办公室、工厂等)

技能:读、写作

(1) 阅读技能。能看懂大多数信函,包括询价、提出要求、申请、投诉、道歉、提出建议、索取或提供信息。

(2) 写作技能。能根据要求写信,信中出现的错误不会影响内容的理解。

#### 6. 报告

活动:看懂并拟写报告

环境:工作场所(办公室、工厂等)

技能:读、写作

(1) 阅读技能。能在较短的时间内,读懂可能遇到的大多数报告,除非这些报告较为复杂或专业性太强。

(2) 写作技能。能根据自己的意思拟写报告,但可能会出现一些错误,不过这些错误不应导致重大的误解,除非报告太复杂。写作时所需的时间比以母语为英语的人士所需的时间长。

#### 7. 公共服务信息

活动:获取相关信息,如产品介绍、专业/行业期刊广告等

环境:工作场所(办公室、工厂等)

技能:阅读

阅读技能。至少能在没有重大误解的情况下读懂较为复杂的文章,但可能对晦涩的语言表达的复杂概念和论点产生误解。

#### 8. 说明及指南

活动:看懂说明,如安全说明;理解并拟写说明,如安装、操作和保养注意事项。

环境:工作场所(办公室、工厂等)

技能:读、写作

(1) 阅读技能。能看懂本工作范围内的说明书、操作程序等,只是偶尔出现误解;能读懂自己直接工作范围之内的说明等,但可能会对语言较为复杂和晦涩的细节产生误解。

(2) 写作技能。能草拟一系列说明、规划等,但对复杂和敏感的问题会犯一些错误。

#### 9. 打电话

活动:打电话、接电话、记留言/记录等

环境:工作场所(办公室、工厂等)家、旅馆客房等

技能:听/说(包括记录)

听/说技能。能出于各种目的使用电话。

#### 10. 社交

活动:非正式会见、交往、招待

环境:接待处、聚会、旅馆、餐馆等

技能:听/说

听/说技能。能较长时间地进行随意性交谈,并能相当流利地使用一定的表达方式讨论抽象的或涉及文化背景的话题;能指出某种意思或意义上的细微差异,但在敏感的或正式的讨论中可能会使用随便的、不恰当的措辞;能处理大多数招待或被招待的要求,但面对复杂或敏感的问题,可能会显得不太自然。

#### 11. 新闻或文化事件

活动:看电视、电影、戏等;听收音机、读报纸和杂志等

环境:家、汽车、电影院、剧场、历史景象现场解说、音乐会等

技能:听、说

(1) 听的技能。能听懂大多数电视、电台节目或电影内容,但可能会遗漏节目讨论中的一些更为复杂的论点的细节;能听懂情节和语言较熟悉的戏剧中的大多数内容,但不能听懂复杂情节的全

部内容。

(2) 阅读技能。能看懂大多数一般性文章和报告,但可能误解诸如《时报》这类报刊中的复杂观点或论点。

#### 12. 商务旅行,包括观光

活动:使用各类公共交通工具抵达异国,旅游、雇佣、问路及指路、获取信息、旅游、带人参观等  
环境:机场、火车站、旅行社、出租汽车公司、旅行社办公室、旅游景点、城市等

技能:听/说、读

(1) 听/说技能。能安排旅行和雇车;能听懂旅行中遇到的所有通知;能听懂导游人员的讲解,能提问并回答;能带访者参观、对某地进行详细的讲解、回答来访者的任何问题。

(2) 阅读能力。能看懂与旅游有关的所有印刷品,如:手册、指南,能看懂出租车事项的要点。

在剑桥大学的海外考试中,从事 BEC 试卷的编写人员已经得到指令,对诸如性、死亡、政治、宗教或事故之类有可能会冒犯别人的话题一般予以避免;对那些有可能未被普遍接受的材料和话题——狭隘的地方观念或新殖民主义意识、性别歧视的陈词滥调以及对某些食品和酒类的文化观念等都统统予以回避。

## 第二节 试卷内容详解

### 一、阅读

#### 1. 匹配选择题

这一部分考试形式为匹配选择题,文章长度为 450 词,由选自真实素材的 5 篇相关的短文组成。文章可能是一组相关产品的说明、广告、通知或消息、书评或影评、有关相关话题的报刊短文。文章可能被修改,但其来源是真实的。这些文章分别用 A-E 标注。

该项目为 8 小题,每一小题为一句话,分别用 1-8 标出,每一句是一个用不同措辞表达的论句,并且只能与其中一篇文章匹配。考生应该先读论句,再浏览文章以找到可与其匹配的文章。此项目考查考生能否理解论句,并将它与文章内容联系起来。

#### Part One

#### Questions 1-8

*Look at the statements below and the five introductions for goods on the opposite page.*

*Which introduction A, B, C, D or E does each statement 1-8 refer to.*

*For each statement 1-8, mark one letter A, B, C, D or E on your Answer Sheet.*

*You will need to use some of these more than once.*

(1) This kind of goods has physical qualities and uses that permit them to last a long time.

(2) This kind of goods is used by businesses to produce other goods or to provide services to consumers.

(3) They're usually high-priced, but price isn't the main consideration of a consumer buying them.

(4) They are used by the consumer or household that buys them and come in a ready-to-use form that calls for no further industrial or commercial processing.

(5) The fact that a product is durable influences its whole marketing strategy.

(6) These goods usually have a higher unit price than convenience goods, and an individual salesperson rather than a cashier, may be needed to sell them.

(7) These goods prove the point that goods are often considered not just for their physical quality but also for the economic utility.

(8) Buyers of these goods usually provide prospective suppliers with a description of the product.

#### **A. Shopping Goods**

Shopping goods aren't bought very often, are bought only after the consumer has compared their features with those of competing brands, and are found in only a few stores in one area. These goods usually have a higher unit price than convenience goods, and an individual salesperson, rather than a cashier, may be needed to sell them. Examples of shopping goods are automobiles, furniture, men's suits, ladies' wear, shoes, and major appliance.

#### **B. Specialty Goods**

Specialty goods like prestige automobiles, photographic equipment, fine jewelry, and high-fashion clothing and furniture are bought by consumer after a special shopping effort. They're usually high-priced, but price isn't the main consideration of a consumer buying them. A consumer is often willing to go out of the way to find a certain brand.

Specialty goods prove the point that goods are often considered not just for their physical qualities but also for the economic utility, ego enhancement, status, and satisfaction they carry with them. For example, when people buy a new car, they may want it not just for basic transportation but also for recognition, status, or prestige.

You've probably figured out that this classification of consumer goods is far from rigid. It may differ according to buyers' intent or wishes. As consumers' incomes and buying habits change, or as prices drop, goods shift from one classification to another. Usually they shift downward, from the specialty to the shopping, or from the shopping to the convenience goods category. Television sets became shopping goods years ago. When microwave ovens first came on the market, they were regarded by many as an expensive new toy—a kind of specialty goods—for the rich. Now they're considered indispensable shopping goods by working couples and single people who buy them to save cooking time.

#### **C. Consumer Goods**

Durable goods can be further classified as either consumer goods or industrial goods, each of which requires a different set of marketing strategies. Consumer goods are used by the consumer or household that buys them and come in a consumer takes to obtain them, consumer goods can be further subdivided into (1) convenience goods, (2) shopping goods, and (3) specialty goods.

#### **D. Durable Goods**

Durable goods have physical qualities and uses that permit them to last a relatively long time, even while being used. They're designed to be used up over an extended period of time and are

made of material that will take considerable wear and tear. For example, you probably own such durable goods as a car, tape deck, cassette player, TV set, or stereo that should remain usable for several years—or at least until the warranty runs out. Houses are built to last thirty to fifty years or more. Refrigeration and mattress both have a life expectancy of about twenty years, and quality jewelry, silverware, china, and furniture are frequently handed down from one generation to the next.

### E. Industrial Goods

Instead of being bought by the ultimate consumer, industrial goods are used by business to produce other goods or to provide services to consumer. These goods are usually bought by institutions such as manufacturers, utilities, government agencies, contractors, wholesalers, retailers, hospitals, and schools that use them in producing their own products or services. Buyers of these goods usually provide prospective suppliers with a description on technical performance, cost, or expected monetary gain.

There are many types of industrial goods, but the most common ones are (a) raw materials, (b) component parts, (c) installations, (d) transportation systems, (e) tools, (f) equipment, (g) material, and (h) supplies.

#### 2. 短文补全题

这一部分为短文补全题,文章中抽掉了6个句子。文章字数为450词~500词,均选自与商业有关的真实素材,包括报刊杂志中的商业文章,论述经营的书籍,或诸如年度报表之类的公司文件。

考生应该先读文章,然后再从标有A-H的8个句子中辨认出正确的句子填进文章中的理解空缺处,同时也在某种程度上考查考生对语法结构的掌握程度。

### Part Two

#### Questions 9 - 14

*Read this text from an article about health and safety guideline.*

*Choose the best sentence from the opposite page to fill in each of the gaps.*

*For each gap 9 - 14, mark one letter A - H on your Answer Sheet.*

*Do not use any letter more than once.*

*There is an example at the beginning (0).*

#### Health and Safety Guidelines—Visual Display Units (VDUs)

In order to eliminate risk to the health and safety of employees, appliances should be used in accordance with suppliers' and manufacturers' instructions. As far as is reasonably practicable, all appliances should be kept in a good state of repair. 0 H Any appliance which is consequently found to be faulty or potentially dangerous should, where possible, be immediately isolated from the electrical supply and reported to a supervisor. It is required by law that employees using VDUs should have regular breaks. (9) In both cases supervisors are responsible for ensuring that these breaks are observed. The company provides word processors, which have been specially selected to provide a safe system of work and every effort has been made to ensure that they have been ergonomically designed. (10) This may be due to individual physical characteristics of the opera-

tor rather than the machine itself. In such cases, the company is obliged to take every action to improve the situation.

All employees are expected to notify their manager about any discomfort experienced whilst using a word processor. (11) Where entries refer to eyesight, display screen users are entitled, upon request, to a free eye test, the cost to be met by the company. If a user is said by his/her optician to require frequent eye tests, the employer should meet the costs of all necessary tests. (12) Operators are otherwise entitled to one free eye test every twelve months unless there are exceptional medical circumstances which have arisen during the period between examinations.

The development of office networks has resulted in modular configurations, comprising a number of interchangeable computers which may be easily moved-around. (13) Moreover, employees should take care to ensure that no undue strain is caused through lifting in the wrong way.

It is the responsibility of all employees to report accidents. (14) This may help prevent a more serious incident from happening in the future.

- A. Any such complaints should be recorded in the company's Health and Safety log book.
- B. A supervisor should be notified immediately of all occurrences, however minor, so that appropriate action can be taken.
- C. These should be taken regardless of where they follow a period of intense or occasional use.
- D. Attention is drawn to the possible dangers in seeking to carry too heavy a load.
- E. However, in some cases, the operation of such equipment can have an adverse effect.
- F. Hazards such as these must be reported immediately to the manager or and other person authorised to act on his or her behalf.
- G. This provision is restricted to situations where the need arises because of the employee's work.
- H. For this reason, visual display equipment should be regularly checked for damage.

### 3. 多项选择题

这一部分为多项选择题,其形式可能会采用提问或补全句子的形式。共6项选择题,置于文章后面。文章有标题及背景提示,长度为500词~600词。文章可能来源于普通报刊或者商业报刊、公司文件以及有关经营的书籍。

## Part Three

### Questions 15~20

*Read the following extract from an article about contract and the questions.*

*For each question 15~20, mark one letter A, B, C or D on your Answer Sheet for the answer you choose.*

One legal agreement fundamental to many kinds of business is the contract. We can broadly define a contract as an exchange of promises enforceable by law. Few people realize how many business and personal transactions involve contracts. Contracts are so fundamental to business practice that even 5,000 years ago the Egyptians and Mesopotamians knew and enforced them. The contracts with which you are probably familiar—insurance policies, leases, and installment buying agreements—are only a few of the many forms. They are visible and recognizable as contracts because

of their legal jargon. But a contract can be formed without even an exchange of spoken words.

The law of contracts deals largely with identifying the exchanges that can be classified as contracts. In the United States all of the following conditions must be met for a promise to be considered a valid and binding contract.

- An offer must be made. One party must propose that agreement be entered in to by both parties. (Each person or group of persons forming a contract is referred to as a party.) The offer can be oral or written: A salesperson telephones or writes a prospective client, telling the client he or she can purchase materials at a certain price. Or it can be in the form of an act: the telephone company offers to provide service by the act of placing a pay phone on a street corner. In any case, the offer must be specific enough to make clear the intention of the offering party.

- Acceptance of the offer must be voluntary. Don Corleone, the Godfather of film and novel, frequently made people "an offer they couldn't refuse". Luckily for him, he did not depend on the law to enforce the promises gained by these offers, for an ability to refuse is a prerequisite for a valid contract. The courts will not uphold a contract if either the offer or the acceptance was obtained through what is termed "duress or undue influence".

This rule is referred to as the principle of mutual acceptance. A counteroffer implies rejection of the offer. If, for example, someone offered to sell you a car for \$1,000, but you refused to pay more than \$880, there would be no contract. But if the seller handed you the keys after your counteroffer, this act would be considered voluntary acceptance, and a contract would be made.

- Both parties must give consideration. A promise binds legally only when each party gives something of value to the other. This item of value, or consideration, may be money, goods services or the forbearance (giving up) of a legal right. The central idea behind this requirement is that bargaining should take place and that each party should get something for giving something.

The relative value of each party's consideration does not matter to the courts. If people make what seems to be a bad bargain, that is their affair. Consideration is legally sufficient when both parties receive what they thought was sufficient when making the agreement. In a famous 1888 Maryland decision (*Devecmon v. Shaw*) a man had promised that if his nephew took a trip to Europe, he would fully reimburse him for expenses. The uncle attempted to avoid payment, but the court ruled in favor of the nephew. The nephew was under no previous obligation to make the trip. By giving up his legal right to stay at home, he gave sufficient consideration. Thus, even though the bargain was very much to the nephew's advantage, the contract was legal.

- Both parties must be competent. The law gives to certain classes of people only a limited capacity to enter into contracts. These are minors, the insane, and the intoxicated. In most states, people so classified can make a agreements only for the necessities of life; food, clothing, shelter, and medical care.

If a store sells a mentally incompetent man a TV set on credit, the installment purchase agreement is not a valid contract and the store must bear any losses occurred. A hospital that gives this same person emergency treatment on credit, however, is entitled to payment.

There is little variation among states on the matter of contracts with the drunk or insane, but minors are a special category. The age of majority is established by state law. In most states it is eighteen; in some states, it is twenty-one. In addition, many states have adopted the Uniform Mi-



nor Student Capacity to Borrow Act. This law allows a lender to enforce an educational loan made to a minor, provided that the lender possesses a statement indicating that the borrower has been accepted for enrollment at a specific school.

- The contract must be legal. The law will not enforce a promise that involves an illegal act. Some illegal situations are obvious. A gangster can not get help from the courts to enforce a contract to deliver illegal drugs at a prearranged price. Less obvious is the case of the man who signs a promissory note to repay a gambling debt; the note is not an enforceable contract if state law prohibits gambling. Even on a loan that is otherwise legal, if the lender asks more interest than state law allows, the courts will allow him to collect only the principal, not the interest.

- The contract must be in proper form. Although many contracts can be made orally, by an act, or by a casually written document, in certain, situations the law requires that a prescribed form be allowed for a promise to be considered a valid contract. The statute of frauds requires that the transfer of personal property worth more than \$ 500 be put into writing. The written form is also required for all real property contracts and for contracts that cannot be fulfilled within one year, such as installment-purchase agreements. When the law requires a written document, any change in the agreement must also be written.

A contract need not be long; all the elements of a contract can be contained in a simple document.

- (15) The passage mainly talks about \_\_\_\_\_.  
 A. the kind of contracts  
 B. the history of contract  
 C. the definition of the contract  
 D. the condition for the contract
- (16) From the passage we know that the earliest people who practiced contracts are most probably \_\_\_\_\_.  
 A. Africans and Asians  
 B. Africans and Americans  
 C. It must inform two or three parties  
 D. Europeans and Asians
- (17) Which of the following is true of a contract according to the passage?  
 A. It is mostly written.  
 B. It must be written.  
 C. It must inform two or three parties.  
 D. It must involve two parties.
- (18) What is mean by "consideration" in a contract?  
 A. Money in exchange of goods.  
 B. Careful thinking before signing a contract.  
 C. An item of value given to the other party.  
 D. An item of considerable value given to the other party.
- (19) On a loan that is legal, the courts will allow a lender to collect only his principal when \_\_\_\_\_.  
 A. there is no fixed interest rate  
 B. the interest rate is very low  
 C. the borrower can't pay the interest  
 D. the lender demand an interest more than the state law allows.
- (20) We learn from the sixth condition that \_\_\_\_\_.  
 A. a long contract must be written