**Diagnostic Legal English Test**

**Task 1:**

**Read the following sentences and put a preposition in each space. Do NOT give more than one answer for each question.**

There is an example at the beginning (00). (20 points)

Example: You will hear from us (00) ..... 7 working days of us receiving your application.

(01) The Buyer agrees to pay in full and (02) ..... any deduction or withholding

whatsoever on or before 1 September 2014.

(03) My meeting is being held (04) ..... the Canon Street branch of the bank at 3pm.

(05) The defendant was deemed to have committed a material breach of the agreement and the judge held that the claimant had grounds (06) ..... termination of the contract.

(07) A supervening event is something that happens which the parties cannot foresee and which is also (08) ..... their reasonable control.

(09) This claim was brought (10) ..... the defendant on the grounds of his gross negligence.

(11) The tort of trespass (12) ..... land is the tort of being on someone’s land without that person’s permission.

(13) The employee may be party (14) ..... confidential information belonging to the employer and agrees to sign a non-disclosure agreement.

(15) Following her prison sentence she was disqualified (16) ..... working as a government employee for a long period of time.

(17) The disputed invoice is (18) ..... the amount of £28,000.

(19) Last year the rate of inflation fell below 10% for the first time (20) ..... 5 years.

**ANSWER SHEET QUESTIONS 01-20**

Example (\*) within (00)

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**Task 2**

**QUESTIONS 1 – 10**

**Read the text below. Decide which answer A, B, C or D best fits in each space. Put a circle around the correct answer on the answer sheet. Do q mark more than one answer for each question.**

There is an example at the beginning (00). (30 points) ZERO-HOUR CONTRACTS IN

**EMPLOYMENT LAW**

In the UK a type of employment contract exists known as a ‘zero-hour contract’. Under a zero-hour contract, a party (\*) ..... as a ‘casual worker’ has a contract with an employer, but the contract may be of little benefit as its provisions do not (1) ..... any obligation upon the employer to offer work, and similarly, there is no obligation for the worker to accept it.

A ‘casual worker’ is the correct term to define workers who do not have (2) ..... hours of work but instead supply services on an irregular, flexible basis when the employer needs them. A ‘worker’ is not, therefore, an ‘employee’. This is an important distinction, as employees enjoy significantly better protection under the law. Although workers do have basic rights, for example, the right to a national minimum (3) ....., the right not to be unlawfully discriminated against and the right to sick pay, they are denied other important rights.

For example, casual workers do not have the same rights when it comes to issues such as maternity or paternity pay, (4) ..... pay in the event that there is not enough work available and the right not to be unfairly (5) ..... . These contracts are very unpopular with trade unions, who argue that employers are using this type of contract as a way of denying workers the benefits which they would otherwise be entitled to under current employment (6) ..... .

As a result of public criticism, the UK government held an independent review to analyse the use of these contracts. In June 2014, UK Business Secretary, Vince Cable, concluded that zero-hour contracts were not to be declared (7) ....., as he considered that many groups of people benefited from them. However, he did change the law in order to prevent employers from banning casual workers from working elsewhere when bound by a zero-hour contract.

This is not the end of the story, however. The use of zero-hour contracts is extremely popular in the food and retail (8) ..... of the UK economy. For example, McDonald’s and Burger King have recently disclosed that they use this type of contract for over 80% of their workers in the UK and another high-street giant, Sports Direct, has admitted that 90% of its workers are under this type of contract. However, the latter (9) ..... a legal challenge in November 2014 when Zahera Gabriel-Abraham filed a claim against the company in a UK Employment Tribunal.

Gabriel-Abraham claimed that although she was contracted as a casual worker for Sports Direct she had the same responsibilities and duties as an employee but without receiving the benefits of an employee. A settlement was agreed between the parties and under the terms of the settlement Sports Direct is now required when advertising for future zero-hours staff to expressly state that the role does not guarantee work.

The company must also produce clear written policies setting out what sick pay and paid holiday their zero-hours staff are entitled to. Many argued that this case would open the (10) ..... to many claims of this nature but so far this fear seems to be unwarranted.

**ANSWER SHEET QUESTIONS 1 – 10**

 (00) A. described B. defined C. stated D. termed

1. A. impose B. compel C. force D. impress

(2) A. fixed B. secure C. firm D. stable

(3) A. income B. wage C. earnings D. remuneration

(4) A. let go B. redundancy C. termination D. release

(5) A. dismissed B. discharged C. terminated D. concluded

(6) A. statute B. codes C. legislation D. Acts

(7) A. unlawful B. illegal C. illegitimate D. felonious

(8) A. zones B. regions C. sectors D. areas

(9) A. suffered B. bore C. endured D. faced

(10) A. water gates B. flood barriers C. dams D. floodgates