

Obligations and authorisations | Teacher's Notes

TIMING: 45 - 60 minutes

LEVEL: B1

TARGET LANGUAGE:

- 'must' and 'shall' for obligations
- 'may' for authorisations
- 'will' for futurity as opposed to 'shall' for obligation
- the non-modal expressions 'be obliged + infinitive' and 'be authorised + infinitive' as alternatives to the modal verbs

AIM:

In this lesson, students practise the language of obligations, prohibitions and authorisations in contracts.

At this level, students should already be familiar with the use of modal verbs 'must' and 'may' to express obligation and permission respectively. They may be familiar with the General English use of 'shall' for offers. As lawyers, they may also be familiar with the Legal English use of 'shall' for obligations.

By the end of this lessons, students will:

- be able to identify the meaning conveyed by the modal verbs 'shall', 'must' and 'may'
- be able to use the non-modal equivalents of these modal verbs appropriately
- understand the difference between 'shall' and 'will' as used in Legal English and its legal implications (legal obligation vs. futurity)
- be able to draft simple obligations, prohibitions and authorisations using the target language

LEGAL BRIEF:

An obligation is a legal duty, by which a person is bound to do or not to do a certain thing and which can be enforced by a court of law.

Prohibition is a legal term meaning that a person is not allowed to do something. A breach of a contractual prohibition may lead to contractual remedies being utilised.

An authorisation is a legal permission for a person to do something.

In Legal English, the modal verbs 'shall/must' and 'may' convey the modality of obligation, prohibition and authorisation whereas 'will' does not convey this meaning and is only used to express futurity.

Suggested reading:

[Contractual Obligations in Business: All You Need to Know \(upcounsel.com\)](https://www.upcounsel.com/contractual-obligations)

[Breach of Contract - Definition, Meaning, Examples, and Cases \(legaldictionary.net\)](https://legaldictionary.net/breach-of-contract)

[What Are Contract Remedies? \(upcounsel.com\)](https://www.upcounsel.com/contract-remedies)

PROCEDURE:

Lead-in:

Lead into the lesson by writing on the board:

DO NOT ENTER

PETS ALLOWED HERE

WARNING! WEAR PROTECTIVE GEAR AT ALL TIMES!

Elicit the meaning of these public signs and encourage the students to use full sentences.

Exercise 1:

Students work in pairs to analyse the target language in the contract clauses. They identify the meaning of the alternatives as the same (S) or different (D). If they decide the meaning is different, they should also explain the difference.

Exercise 2:

Students match the contract clauses in Exercise 1 with their functions. Here, they will probably try to apply their legal knowledge of what constitutes a legal obligation and what does not.

To make the activity more communicative, you can put the students in pairs and have them do the activity together. Alternatively, they will work individually and then discuss their answers in pairs.

Exercise 3:

This is a discovery activity. Students will complete the grammar rules by studying the language used in Exercises 1 and 2. Again, if you would like to make the activity more communicative, you can have the students work in pairs. Please note, however, that some students may appreciate a quiet moment to think and prefer to work individually.

After everyone has finished, you can have the students check their answers in pairs or with the whole class.

Exercise 4:

You can lead into this activity by writing on the board:

The Borrowers are obliged to promptly notify the Facility Agent of the proposed terms of any future renewal of any Insurance Policy.

Ask the students to replace the underlined expression with a single word without changing the meaning (elicit the modal verb “must”).

You may need to point out the different structures:

be obliged/authorised + infinitive
be prohibited from + -ing

Ask the students to match the modal verbs with their non-modal equivalents. They can work in pairs or individually and then check their answers with their partners.

Exercise 5:

This is a controlled practice exercise.

Ask the students to read the sentences without filling in the gaps. Refer them back to Exercise 2 and ask them to match the sentences with the meanings in Exercise 2. The ask them to fill in the gaps. After they have finished, they can check their answers in pair or with the whole class.

Exercise 6:

This is a freer practice exercise.

Students work individually to rewrite the sentences using the target language.

After they have finished, they can check their answers in pair or with the whole class.

KEY:

Exercise 1:

- a) Same
- b) Different – ‘must’ expresses an obligation, ‘will’ has a future meaning and does not express an obligation
- c) Different – ‘must’ expresses an external obligation whereas the verb ‘undertake’ indicates the party’s own willingness to act
- d) Same
- e) Same
- f) Same

Exercise 2:

authorisations – a, f

obligations – b, c

prohibitions – d, e

Exercise 3:

- a) must, shall
- b) may
- c) must not, shall not, may not

Exercise 4:

must/shall – is obliged to;

may – is authorised to/ is entitled to;

may not – is not authorised to;

must not/shall not – is prohibited from (+ -ing)

Exercise 5:

- a) may / is authorised to
- b) may not (‘is not authorised to’ is not appropriate here since the subject is inanimate)
- c) shall / is obliged to
- d) may / are authorised to

Exercise 6:

- a) The Borrower shall repay the Loan within three months from the date of Drawdown.
- b) The Borrower may request the Bank to issue a Guarantee by submitting an Application for a Guarantee.
- c) The Bank is entitled to issue an amendmend for the Guarantee which will prolong the validity of the Guarantee.
- d) The Borrower may request the Bank to enter into a Treasury Deal.
- e) Interest on the Refinancing Loan shall be paid on the date the last day of the Interest Period.