The Language Features and Translation of Business Contracts

Chun-Ying LI
The College of Post and Telecommunication of WIT, Wuhan, Hubei 430073, China
88507566@qq.com

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Abstract. Since the reform and opening up policy was adopted, Chinese economy has been keeping on developing with high speed, so as to its international trade. Therefore, English business contracts are widely used in the foreign economic and trade activities. However, we also find that there are still many foreign-related economic disputes which mainly caused by the ambiguity of translation happening in these trades. Due to the unclear rules of the parties’ obligations and rights, the improper translation of the contract, the meaning vague and the loose broad, the parties are tracked in this situation where any part of them could intentionally or unintentionally exploited a contractual loophole to avoid responsibility and obligation, which would lead to a dispute. The distortion of translation can lead to the fuzziness and uncertainty of contract which can be easily exploited by commercial fraud to evade responsibility; this situation is happened in reality and practice which has negative impact on foreign relations and trade. In order to make the business activities carried out more effectively, this article will discuss it mainly from the perspective of lexical characteristics and translation principal of business contract in order to make the translation be more accurate to benefit international business trade.

Language Features of Business Contracts

Lexical Features of Business Contracts

Technical Terms. Business contract is a legally binding business text, it contains some terms which can be used for both the law and commercial service. For example, “legal representative”, “legal address”, “dispute”, “arbitration”, “binding”, “the material law of P.R.C” and “imputed negligence” and other words and useful phrases. So these phrases and collocations used in business contract frequently have been gradually formed special terms. Besides, some words and word expressions like “Whereas”, “in accordance with”, “in compliance with”, “prior to”, “subject to” have become a part of technical term of business contract; some foreign words such as “the ex dividend/ex coupon”, “prorate tax rate”, “Force Major” and other phrases are often used in the text of business contract.

Modal Verbs. As a legal instrument, commercial contractual rights and obligations of the parties, business contract has become a legal document legally binding on the parties to become business activities of the legal basis for the settlement of disputes.

The contracts of this nature affect their writing style vector. Expression of the contract language must be complete, clear, sure, the English sentence on the commercial contract and thus also reflects the ideographic, logical, rigorous and complex structure characteristics.

The accurate use of modal verbs to express agreement the rights of the parties (can do), the general obligations of the parties (what should be done), mandatory obligations (what must be done) and the prohibition sexual obligations (not do) to the rights of the parties may agree (can do), shall agree the obligations of the parties (what should be done), must use the mandatory obligations (what must be done), may not (or shall not) for the prohibition of sexual obligations (not what to do). Commercial contracts with the English modal verbs are particularly relevant and shall mainly in business contracts expressed in English to the specific provisions and requirements that dictated to liability or obligation that contain this provision of the mandatory provisions of law and mandatory’ meaning.
**Formal and Accuracy.** Contract is a legally binding text, so we have to use precise and formal words which are different from oral presentations. For example: Party A shall repatriate the patient to China and bear the cost of his passage to Guangzhou. In this case, “Repatriate” is more formal and accurate than the phrase of “send back”. It is a typical word using in contract which seems to have made the whole sentence a certain political and legal quality. In addition, some formal words like “indemnities”, “lease” and “terminate”, “valid”, “invoke” and “peremptory” are often appearing in the business contract. In addition, those compound words which are composed with words like “here”, “there”, “where”, with “in”, “under” “of”, “to” often appear in the English contract. That is what people usually called original words. These words are impressed grave and it has legally style. They have rarely used in modern English. But it appears frequently in the business English contract.

**Syntactical Features of Business Contracts**

**Complex Sentences**

We often use complex sentences to elaborate details, solutions and reasons and so on in business contracts. Also one sentence can make a paragraph. In addition, in order to avoid omissions or misunderstandings, there will be many definitions, determiners, modifiers, repeated and complex adverbial. Some complex sentences and compound sentences are commonly used in contracts; they not only make the sentence more rigorous, logical, but also appear more formal. They can make the contracts more clearly elaborate the responsibilities and obligations between the seller and the buyer.

**Active Voice**

Although a major feature of English is to use passive voice to take place of active voice, in business contracts, we often use active sentences instead of passive sentences. For example:

E.g.: Party A shall bear all expenses for advertising and publicity.

Active sentences makes the emphasis on the subject, and the subject of the contract is often “buyers and sellers”, which means the application of active sentences makes more emphasis on who is responsible for this business that makes the duty of buyer and seller more clarify.

**Requirements of Translating Business Contracts**

**Principles of Translation**

Liu Fagong emphasized: “Translation of business contracts should follow the three principles of ‘faithfulness, completeness and expressiveness.’”

Faithfulness: business contracts are qualified with legal function, the translation of business contracts must be combined with the original article. This is the basic and core requirements for people working on translation of business contracts. There are a lot of professional terms in contracts, amphibious words can’t be used in contracts, and we can't just understand it for normal, common meaning. Such as the “confirm, acceptance”, its meaning respectively confirmed L/ C and Documents against Acceptance.

Completeness: business contracts are legal documents, and have its official language. Its text has the characteristics of using the language formally, rigorous sentence, and stationary structure and discourse, etc. We believe that business contracts translation of specific criteria should include the following three aspects: the wording is accurate and complete; reading fluent, well organized; compliance with the lease stylistic features.

Expressiveness: business English contracts attach great importance to the actual communicative function. The clearer the customers’ intent is, the more smoothly the exchanges will be. Many concise and practical business professionals’ typical sets of words are formed in the long-term international business communication, especially in the import and export Correspondence in
English, there is many typical sentences like this. Ordinary English is difficult to express with such a simple statement.

**Practices in Translating Contracts**

When translators complete international business contracts, the most important thing we should do is to check whether the content is faithful to the original and to deliberate the words of contract in case of there are some errors or ambiguity in it. Business contract is the most important part where both parties’ interests lie, so if the contract is not rigorous enough, it will be easy for those criminals to make the industry suffer heavy losses. It is translators’ responsibility to draw up a complete and accurate contract terms.

We need to prevent the leakage translation of business English. The translation related to the interests of both parties. One word may cause irreparable mistake sometimes. Therefore, the translator should have a high sense of responsibility, meticulous work attitude to prevent the leakage translation. For example: a project in order to turbine automatic control instrument, Been translated into control “instruments” for “automatic”, In fact, this control instrument sub-automatic or non-automatic should be translated to supporting the auto-controlling instrument of hydro-turbine. “Auto” word can not be found missing translation, the repurchase equipment is not complete; it will cause significant economic losses.

**Conclusion**

Through the above discussion, we can find that words in contracts are different from the spoken language. Words in business contracts are professional with its complex sentences and advanced vocabulary, which are very difficult to understand. Contract is a paper which can restrict the two parties. Its features are accuracy and rigorous. So if it can’t be understood or expressed precisely, the two parties will get in dispute and be difficult to solve problems. Business English contract which has strong professional business English contract translation, rigor and seriousness is a guide to all kinds of international business activities and legal basis. Therefore, to grasp the vocabularies and language features of English business contract well is very important to fully understand the original sentence characteristics. By using the translation skills, we can make the translation and the original correspond directly on the stylistic features and language features, so as to achieve the faithful translation to the contract.

If we know the basic language features of translation of business contracts very well, I’m sure we can read, understand, and translate kinds of contracts precisely and quickly.

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