Comunicazione Interlinguistica Applicata alle Professioni Giuridiche 2018-19

Lesson 5: 04 March 2019

Forms of the Future

Future time: Definitions

English grammar provides a number of ways to indicate the future nature of an occurrence. Some argue that English does not have a future tense—that is, a grammatical form that always indicates futurity—nor does it have a mandatory form for the expression of futurity. However, there are several generally accepted ways to indicate futurity in English, and some of them—particularly those that use *will* or *shall*—are frequently described as future tense.

https://en.wikipedia.org/wiki/Future_tense

Future time: Definitions

Tense (in English) consists of only two options, as mentioned above: past and present. For lack of a special future tense, the language must resort to a number of different constructions to express future time,

Pätzold, Kurt-Michael and Gramley Stephan, A Survey of Modern English, London 2004

Future time: Definitions

"[T]he future tense has a different status from the other tenses. Rather than being a form of the verb, it is expressed by the modal auxiliary will. It's no accident that the future shares its syntax with words for necessity (*must*), possibility (*can, may, might*), and moral obligation (*should, ought to*), because what will happen is conceptually related to what must happen, what can happen, what should happen, and what we intend to happen. The word will itself is ambiguous between future tense and an expression of determination (as in Sharks or no sharks, I will swim to Alcatraz), and its homonyms show up in free will, strong-willed, and to will something to happen. The same ambiguity between the future and the intended can be found in another marker for the future tense, going to or gonna. It's as if the language is affirming the ethos that people have the power to make their own futures."

Steven Pinker, The Stuff of Thought. Viking, 2007

Simple Present:

The company board meets tomorrow at 3.00 pm. Interest is paid at the end of each month.

Function: a scheduled, often repeated event

Present Continuous:

We are introducing new software in the planning department.

The managing director is arriving this afternoon.

Function: plans and arrangements

Be to/Be about to:

Twenty-five junior managers are to be promoted next week.

The company is about to make a major investment.

Function: realisation of a previous decision

Going to/Planning to/Intending to/Expecting to: A new headquarters is going to be built next year. We are planning to expand into Asia. We are intending to recruit 100 new staff.

We are expecting to make a substantial profit.

Function: a programmed objective that is likely to happen

Plan to/Expect to/Want to: They plan to start production next year. They expect to lose money on the deal. We want to return to profit by the end of the year.

Function: a projected, less certain future objective

Hope to/Mean to/Would like to: We hope to reduce costs considerably. We mean to fight the hostile takeover bid. We would like to set up a joint venture.

Function: a projected, less certain future objective

May, Might: Prices may increase in the third quarter. Unemployment might decline towards the end of the year.

Function: indication of level of probability of a future occurrence

Can, Could:

We can offer a 5% discount on bulk orders. The company could consider launching a new

service.

Function: indication of level of probability of a future occurrence

Must:

Sales must expand in the coming year if we are to survive.

Function: indication of level of probability (obligation) of a future occurrence

Shall, Should: Shall we ask for a bank loan? We should consider the possibility of reducing expenses.

Function: suggestions/recommendations for future action

Will:

Next year, I think your contract will be renewed. I will contact you tomorrow.

We will offer better conditions. Will you let me know what you think? If I can help, I will.

Function: predictions and promises about the future (probability); willingness

Would: If I could help, I would. Would you mind waiting for five minutes?

Function: willingness (conditional); request for agreement

Future time in Laws:

See:

European Union (Withdrawal) Act 2018

Simple Contract

{Name}, known as "First Party," agrees to enter into this contract with **{Name}**, known as "Second Party" on **{date}**.

This agreement is based on the following provisions:

- 1. {provision}
- 2. **{provision}**

Furthermore, the First Party agrees:

{other items applicable to the First Party}

and the Second Party agrees:

{other items applicable to the Second Party}.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of the state of **{State}**.

Signed:

{First Party Name}

{First Party Signature}



{Second Party Signature}

Waiver of Liability

This agreement releases **{Organization}** from all liability relating to injuries that may occur **{during activity, on location, etc.}**. By signing this agreement, I agree to hold **{Organization}** entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I also acknowledge the risks involved in {**type of activity**}. These include but are not limited to {**list risks**}. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

By signing below I forfeit all right to bring a suit against **{Organization}** for any reason. In return, I will receive **{participation in activity}**. I will also make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed.

I, _____, fully understand and agree to the above terms.

(Participant)

Date

Agent Contract

{Name}, henceforth known as "Client," and **{Name}**, henceforth known as "Agent," enter into this agreement of representation on **{date}**.

Agent will represent the Client in **{industry, area, etc.}** for a period of **{length of time}**, beginning on the date this contract is signed.

Furthermore, the Agent and Client agree to these provisions:

- Agent will use his/her best efforts to engage in the promotion and sale of {item, person, company, etc.} in the following manner: {details of how Agent will represent client, such as a marketing plan, sales strategy, etc.}.
- The Agent will not represent any other client in the same {industry, area, etc.} for {length of time}. {Or, Agent may only represent another client with the consent of the Client in this contract}.
- Client will pay the Agent a commission of **{number}** percent, based on **{sales, profit of company or individual, etc.}**. The commission shall be paid **{every week, every month, yearly, etc.}**.

- Client will own all material **{he/she/it}** promotes, including all materials that Agent promotes and/or sells.
- Agent will keep confidential all intellectual and/or physical information that **{he/she}** learns in the process of this arrangement.
- Either party may terminate this agreement at any time, provided that the terminating party gives written notice **{length of time}** prior to termination.
- {additional provisions necessary for your particular arrangement}

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

This contract is subject to the laws and regulations of the state of **{State}**.

Client Name

Client Signature

Agent Name

Agent Signature