|  |
| --- |
| * 1. **euro**
 |

The euro is referred to in English as follows:

* the euro; a euro
* €1,000; €4.56; €1.50 million
* 1,000 euros; 4.56 euros; 1.50 million euros
* Twenty euros
* One thousand, two hundred and thirty-four euros and fifty-six cents
* Three hundred and twenty-four thousand euros
* The euro-zone; the eurozone
* Euroland; euroland
* EMU (European Monetary Union)
* Noneuro; non-euro
* The cost in euros
* The euros value; the value of the euro
* To buy in euros; to trade euros; to operate in euros; to convert into euros
* The introduction of the euro
* ECB (European Central Bank)

As a rule, the euro symbol is used instead of the currency code EUR. For other currencies, the currency code is used.

The term *eurocents* is not used in English.

The term euro is not normally capitalized. This is in line with the non-capitalization of dollar and pound.

|  |
| --- |
| * 1. **gender**
 |

A company is always ‘it’ in English and never ‘she’.

You should avoid writing ‘he, she or it’. For example, you can define the term shareholder to include natural persons and legal entities and then always use the term shareholder.

It is inappropriate to use the personal pronouns ‘he’ or ‘his’ to refer to a person whose gender might be male or female. English has a number of gender-neutral words such as ‘person’, as well as a number of gender-neutral pronouns such as ‘anyone’, ‘everyone’ and ‘no one’. There are several ways to avoid this:

* don’t use a pronoun. For example, write ‘employee’ instead of ‘he’.
* use ‘they’ or ‘their’.
* use the passive voice to avoid mentioning the pronoun.

|  |
| --- |
| * 1. ***gevestigd te***
 |

In its Articles of Association, a Dutch company identifies a municipality in the Netherlands as the *zetel* (*i.e.* the seat) where it is *gevestigd* (*i.e.* established).

*Statutair* does not mean statutory. It means under the Articles of Association.

For *gevestigd te*, it may be clearer to say ‘having its seat at’. You could also say ‘corporate seat’ or ‘official seat’ instead of just seat.

For *statutair gevestigd te*, it may be clearer to say ‘having its seat at X under its articles of association’ or ‘pursuant to its articles of association having its seat at X’.

|  |
| --- |
| * 1. **here-, there- and where- words**
 |

Words like hereof, thereof and whereof (and further derivatives ending in –at, -in, -after, -before, -with, -by, -above, -on, -upon, etc) are not often used in ordinary English. They are used in legal English primarily as a way of avoiding repetition of names of things in the document.

E.g., the parties hereto; instead of: the parties to this contract.

Or, the provisions contained hereinafter; instead of: the provisions referred to later on in this contract.

However, in most cases the use of such words is strictly unnecessary or can be rendered unnecessary by the use of definitions. Here-, there- and where- words persist in modern legal usage largely as a consequence of legal tradition rather than usefulness.

Here is a list of some of these words and the way in which they are used.

**Hereafter** means from now on or at some time in the future. *E.g*., the contract is effective hereafter.

**Hereat** means (1) at this place or point or (2) on account of or after this. *E.g.,* hereat the stream divided.

**Hereby** means by this means; as a result of this. *E.g.,* the parties hereby declare.

**Herefrom** means from this place or point. *E.g*., the goods shall be collected herefrom.

**Herein** means in this document or matter. *E.g.,* the terms referred to herein.

**Hereinabove** means previously in this document or matter. *E.g*., hereinafter referred to as the Company.

**Hereinafter** means later referred to in this matter or document. *E.g*., hereinafter referred to as the Company.

**Hereinbefore** means previously in this document or matter. *E.g*., the products hereinbefore described.

**Hereof** means of this matter or document. *E.g*., the parties hereof.

**Hereto** means to this place or to this matter or document. *E.g*., the parties hereto.

**Heretofore** means before now. *E.g.,* the parties have had no business dealings heretofore.

**Hereunder** means later referred to in this matter or document. *E.g*., the exemptions referred to hereunder.

**Herewith** means with this letter or document. *E.g.,* I enclose herewith the plan.

**Thereof** means of the thing just mentioned. *E.g.,* the contract was signed on 1 May 1999. The parties thereof …

**Thereafter** means after that time. *E.g.,* the products shall be transported to The Grange. Thereafter, they shall be stored in a warehouse.

**Thereat** means (1) at that place or (2) on account of or after that. *E.g.,* thereat, payments shall cease.

**Thereby** means by that means; as a result of that. *E.g.,* the parties hereby agree.

**Therein** means in that place, document or respect. *E.g.,* the parties shall refer to the contract dated 1 May 1999. It is agreed therein that …

**Thereinafter** means later referred to in that matter or document. *E.g.,* thereinafter, it is agreed that …

**Thereof** means of the thing just mentioned. *E.g.,* reference is made in paragraph 5 to the contract dated 1 May 1999. The parties thereof agreed that …

**Thereon** means on or following from the think just mentioned*. E.g.,* the machine rests on a wooden block. There is place thereon a metal bracket …

**Thereto** means to that place or to that matter or document. *E.g.,* the parties thereto.

**Therefor** means for that. *E.g.,* the equipment shall be delivered on 13 September 2003. The Company agrees to pay therefore the sum of € 150,000.

**Thereupon** means immediately or shortly after that*. E.g.,* delivery shall take place on 13 September 2003. Thereupon the equipment shall be stored in the Company’s warehouse.

**Whereabouts** means the place where someone or something is. *E.g*., the Company shall be kept informed as to the whereabouts of the products.

**Whereat** means at which. *E.g.,* the seller attempted to charge extra interest on later payment, whereat the buyer objected.

**Whereby** means by which. *E.g.,* the contract dated 1 May 1999, whereby the Company agreed to purchase the products.

**Wherefore** means as a result of which. *E.g*., the buyer breached the contract, wherefore the seller suffered damage.

**Wherein** means (1) in which, or (2) in which place or respect. *E.g.,* the contract dated 1 May 1999, wherein it is stated that …

**Whereof** means of what or of which. *E.g.,* the Company one of the directors whereof is a foreign national.

|  |
| --- |
| * 1. **hyphens**
 |

Avoid the practice of leaving a hyphen at the end of a word.

* Hardware and software (not: hard- and software)
* Full-time or part-time employment (not: full- or part-time employment)
* Banking and financial services sector (not: banking- and financial services sector)

Numbers

* Two thousand, three hundred and sixty-six
* A three-month delay
* The fourth-largest firm

|  |
| --- |
| * 1. **in case / in the case of**
 |

In case = *voor het geval dat*

Don’t fall into the common trap of using ‘in case’ when you mean ‘if’.

* ~~In case~~ you have any questions, feel free to contact me.
* If you have any questions feel free to contact me.

Use of ‘in case’ in legal sentences:

* We have prepared a termination letter in case the negotiations fail.
* We should ask her to sign a non-competition clause in case she decides to go out on her own.

‘In case of’ means ‘in the event of’, whereas ‘in the case of’ has a broader usage.

* This is particularly relevant ~~in case of~~ large companies with over 50 employees.
* This is particularly relevant in the case of large companies with over 50 employees.

|  |
| --- |
| * 1. ***kort geding***
 |

Translations of *kort geding* include:

* summary proceedings
* interlocutory proceedings
* application for a temporary injunction
* interim injunction proceedings
* preliminary relief proceedings

There is no equivalent of a *kort geding* in the Anglo-American legal system. It is recommended that an explanation be included.

|  |
| --- |
| * 1. **Latin**
 |

Black’s law Dictionary is the best place to look up unfamiliar Latin expressions.

Here is a list of some common Latin terms used by English-speaking lawyers.

\* *a posteriori \* a priori \* ad hoc*

*\* ad infinitum \* alibi \* ca.*

*\* cf. \* consensus ad idem \* corpus delicti*

*\* de facto \* de novo \* de jure*

*\* de minimis \* e.g. \* et al.*

*\* etc. \* ex gratia \* ex officio*

*\* ex parte \* ex post facto \* i.e.*

*\* ibid. \* in camera \* in re*

*\* in rem \* in situ \* inter alia*

*\* ipso facto \* male fides \* mea culpa*

*\* mens rea \* modus operandi \* mutatis mutandis*

*\* non sequitur \* op. cit. \* pari passu*

*\* per* *capita \* per diem \* per se*

*\* persona non grata \* post mortem \* prima facie*

*\* pro bono \* pro forma \* pro rata*

*\* quorum \* sine die \*sine qua non*

*\* status quo \* sui generic \* ultra vires*

*\* verbatim \* vice versa \* vide*

Latin terms that could appear in correspondence include:

\* *carpe diem* \* *caveat emptor* \* *quid pro quo*

The Latin expressions used by English lawyers are not the same as those used by Dutch lawyers. For example, *casu quo* isn’t defined in English dictionaries.

Latin and other non-English terms should be italicised.

|  |
| --- |
| * 1. **may**
 |

‘May’ is used in legal English in two ways: to express entitlement or to express possibility.

**May to express entitlement**

In contracts ‘may’ is used to indicate discretion.

* The commissioner may call a special meeting of the board when necessary.

As a matter of style, ‘may’ is preferred to similar terms such as ‘is entitled to’ and ‘is allowed to’. In legal English, ‘can’ is best reserved for use in the sense of ‘is able to’ or ‘is capable of’.

**May to express possibility**

‘May’ is also used in English to mean ‘possibly’, ‘possibly is’ or ‘possibly will’.

‘’May not’ can mean either ‘not entitled to’ or ‘perhaps will not’ and it is unclear which verb the ‘not’ modifies. It is therefore better to use:

* is not entitled to
* no person may
* must not
* shall not (in contracts)
* cannot

|  |
| --- |
| * 1. **names in international correspondence / titles**
 |

The usual convention in English is not to include degrees and titles with your name in daily correspondence. ‘Prof.’ and ‘Dr’ are the only titles generally used in English.

Most English speakers would not know what to make of ‘mw. mr. drs. W.G.L.A. van de Ven’ or ‘mrs Jan Smit en Pieter Bode’.

It is recommended that you use a professional name for your international work and use it consistently, such as: Wilhelmina van de Ven. Many international lawyers use both their first and last names and not a long series of initials.

Women should indicate whether they wish to be addressed as Mrs, Miss or Ms.

English speakers usually use their first names almost immediately.

|  |
| --- |
| * 1. ***notaris***
 |

There is no consensus in the Netherlands on what a notary is to be called in English. KNB uses the term notary on the English section of its website and provides no guidance on this issue.

Many Dutch notary’s prefer to be called a ‘civil-law notary’ in English to distinguish their profession from that of common-law notaries.

|  |
| --- |
| * 1. ***onder andere***
 |

A good translation of *onder andere*, is ‘amongst other things’, set in commas.

* The report covers, amongst other things, the following topics.

In formal legal writing, *inter alia* is often used.

* The report covers, *inter alia*, the following topics.

The abbreviations *a.o.* and *i.a.* are not used in English.

The position of the phrase ‘*inter alia’* or ‘amongst others’ in the sentence is important. The following sentences have different meanings:

* The plaintiff *inter alia* is liable for the damage, loss and injury.
* The plaintiff is liable *inter alia* for the damage, loss and injury.

|  |
| --- |
| * 1. ***ondernemer***
 |

‘Undertaker’ is not a good translation for *ondernemer*. An undertaker is a person whose business is preparing dead bodies for burial.

‘Entrepreneur’ is often used to translate *ondernemer*, but the core meaning of entrepreneur is a person who sets up a business taking greater than normal financial risks to do so. The term entrepreneur is not often used for an established business owner.

Other suggested translations for *ondernemer* are:

* owner, business owner, owner/manager
* person who owns a business
* person who starts a business
* proprietor, sole proprietor
* self-employed person
* contractor (*aannemer*)

|  |
| --- |
| * 1. ***onderneming***
 |

The appropriate English translation for *onderneming* depends on the context.

* Every business (*i.e.* every *onderneming*) must be registered with the chamber of commerce.

Undertaking is the term used to translate *onderneming* in the English versions of the Dutch Civil Code and some EC legislation.

Although an undertaking can be defined as a company or business, English-speaking lawyers usually think of an undertaking as a formal pledge or promise to do something.

Enterprise can also mean company or business, although it is usually used in the context of a project or undertaking that is difficult or requires effort.

Suggestions for the translation of *onderneming* include:

* company, corporation
* business
* firm, concern
* organisation, organization
* project, business project
* proprietorship, sole proprietorship
* set-up, start-up
* venture

|  |
| --- |
| * 1. **Phrasal verbs**
 |

Phrasal verbs are phrases which consist of a verb used together with an adverb (*e.g.* break down) or a preposition (*e.g.* call for) or both (*e.g.* put up with). They are often found in legal English. For example, account for, enter into, serve upon and put down.

Phrasal verbs can cause particular problems for non-native speakers of English where the verbs used have ordinary meanings when used without an adverb or preposition, but form an idiom when used with an adverb or preposition. In such cases the literal meaning of the words differs from the real meaning. For example, the phrasal verb to brush up on means to practise or study something in order to get back the skill or knowledge you had in the past but have not used for some time.

|  |
| --- |
| * 1. ***procedure* / proceedings**
 |

Procedure refers to the formal manner in which legal proceedings are conducted. Do not use procedure to refer to a law suit.

Proceedings is a useful and acceptable translation for the Dutch term *procedure*. However, there are other terms such as litigation, action, case, suit, application, prosecution, hearing, trial, motion, etc.

Terms to use with proceedings:

* to bring proceedings
* to initiate proceedings
* to commence proceedings
* the proceedings will be held
* the proceedings will take place
* the proceedings of the trial
* legal proceedings
* court proceedings
* civil proceedings
* criminal proceedings
* administrative proceedings
* judicial proceedings
* ordinary proceedings
* collateral proceedings
* special proceedings
* summary proceedings
* supplementary proceedings