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Commanders safety course answers 50 questions

I get a surprising amount of questions that either (1) I can't answer without knowing in so much more detail than the reader offers, (2) the reader can answer as easily as I can, or (3) involves asking SmarterTravel.com to do something we don't do. Below, you'll find answers to frequently asked questions. Reading the answers before you ask one of these questions will save you time, and help you find your own answers. Where should we go? I need a 600-page book or an all-day discussion to answer this question in any useful way. For help at all, I first want to know quite a lot about you: what sort of family or group you have, what benefits you, how much time you have, what your budget goals or limitations are, whether you want luxury or simplicity, whether you like light or loneliness, what kind of activities care about you, what kind of climate you like, whether your grandchildren or your grandchildren will go with you, and on, and on, and on. Surprisingly, some readers asking about where to go don't even say where they live and will start their trip. Sorry, folks, the only way I can help is when you submit questions that are much more specific. If you are completely unsure of what you want to do, my best recommendation is that you (1) read a lot of travel publications, (2) log in to a lot of destination sites, and (3) find a good travel agent who is skilled in handling questions like this. When should we visit? As to where the question is, the question of the best time to visit depends on how you determine the best time: lowest price, minimum crowd, widest operating range, warmest/coldest/driest/wettest climate, and above, and on. From a cost point of view, the answer is almost always during the off-season, but that may not be what you really want. What is the fare? I get this one perhaps more than any other, and it is a bit of a surprise. If you get as far as AskEd & AnswerEd, you're obviously already on SmarterTravel.com. And right there, on our bright new homepage, above the right, is our own fare search portal: you can search for airfares, hotels, car rentals, vacations and cruise prices. If you don't like our search system, there are dozens of others. Don't think we have secret ways to get at airfares that are not available to you; We don't. We have to go through the same kind of searches that you do. If you're asking about a trip that the usual search engines based in the United States don't handle, a good place to try is ETN, where you can send a trip anywhere in the world and have ticket agents respond to their best deals. And if you are starting your trip in some countries you bet it's best to find a local discount travel agency, online or offline, in that country. Can you arrange my trip/sell me a ticket? Not. SmarterTravel.com do not arrange trips or sell tickets. Any tickets. If you're just looking for schedule information, scroll through the upper-right corner to Travel Tools, where one of the options on the drop-down menu is Flight Schedule. Other Than includes a hotel finder and links to travelers selling all types of travel. What are the requirements? Quite a lot of readers ask about various requirements and restrictions, especially about air travel, but also about travel documents. You can answer nearly all of these questions by simply googling the question. Here are the places to search for some of your most frequently asked questions: Airline baggage restrictions: Each airline details its online baggage policy. Just log in to the airline's website and search for a link to the luggage. If you don't see the drop-down menu, go to search for a website or site map. (Incidentally, when you search, the official term is baggage, not baggagge. Luggage is what you buy in a store; when you put your stuff in it and take it on a trip, it becomes luggage.) Items allowed in carry-on baggage: The Transportation Security Agency (TSA) maintains a list of dos and don'ts for carry-on baggage. Passport and visa requirements: The State Department's travel information homepage has a button for information about U.S. citizens' overseas travel and another detailed passport information. The information button leads to a detailed list of visa requirements for entry into any country in the world. Is it safe to visit? No one can answer whether you will be safe visiting any foreign country or anywhere in the U.S., for that matter. However, the State Department is compiling an extensive data bank on countries around the world, including warnings about where to avoid it and more general information about what travelers can expect. Click Travel Alerts from the State Department's travel page for information on hotspots and consular information boards for other places. Where should I appeal? Most travel providers list an address to complain about, or at least a contact with us, somewhere on their website. You can find them easily. And you can forget to make a fuss by sending a registered letter, return letter or Courier mail to the CEO - it will end up in the same complaints office. The U.S. Department of Transportation (DOT) makes it easier to voice your airline complaints. The airline's website lists the current names, mailing addresses, telephones, and email addresses for complaint offices of all important U.S. airlines. If you want, you can file a complaint with DOT. And DOT also provides extensive information about the rights you do and don't have as an airline traveler. This credit union updates her online banking website, so a pilot fish with accounts there updates all of her family's accounts. The new feature is the security question, mr. Fish. I didn't like the three that were given, so I dropped down to see more Ask. I chose my three new questions and wrote down the answers so my spouse knew what they were. But the first time he tried it, he blew the password. The fish must go through the entire process of recreating the account setup. The next time he tries, the fish have to go through the whole process again -- but the time she prints out screenshots of the questions she has chosen, and writes answers on them. To make sure it doesn't happen a third time, fish guides him through the login process. But when they get questions about security, the question appears not one of the new questions that the fish has chosen. I deliberately chose questions that I knew he could answer, Fish said. I ignored the question of what high school I had graduated from, but it was there, waiting for an answer. In my last try on the script three times or you were locked in, I remember it was the first of their original three options. So I provided the answer I used to the first question, "Where were you born?" Bingo, I'm in. This is ridiculous, fish think. She placed in a call to the same customer service representative who reset the password of the account twice. The representatives told The Fish that a whole lot of people are getting locked up on security questions. Can I talk to the programmer? fish ask. I can't transfer you, the agent said. OK, write this down and give it to the IT department, fish says. Tell them that while they allow users to select new questions, they're recording the answers but keeping the original default questions as presented for the first time. I also asked where to send my bills for problem-solving advice, but never heard back from them, fish said. But now we have a way to make security questions impossible to answer by hackers. For example, for the question "Where were you born?" we matter in the account owner's year of birth as the answer. Answer Sharky's call for true stories about IT life! Send me your stories sharky@computerworld.com. You will snag a snazzy shark shirt every time I use one. Comment on today's story at Sharky's Google+ community, and read thousands of great old stories in Sharkives. Get your daily doses out-takes from Absurd's IT Theater sent directly to your Inbox. Sign up now for the daily shark newsletter. Copyright © 2017 IDG Communications, Inc. March 1, 2008 15+ minute reading Comments expressed by business contributors are their own. Intellectual Property Q: If I get a patent on my invention, does that mean I have the right to make, use and sell my invention? A: Don't claim

that once you get your patent, then you will be able to make and sell your invention for free and clearly. One of the most common misconceptions about getting a patent is that it gives you the right to practice your invention. The term right to practice often refers to the right to make, use and sell your invention without affecting the rights of others. In fact, the only right to be patented is the right to exclude. More specifically, a patent provides the right to exclude or prevent others from making, using, or offer to sell your invention in the United States, or import your invention into the United States. In the case of utility patents, this exclusion is generally stipulated within 20 years from your patent application. For design patents, this right lasts for 14 years from the time of your patent. Q: When should I apply for my patent? Answer: The question of when to apply usually depends on whether you are interested in protecting exclusive rights in the United States, or whether you are interested in achieving foreign protection. To maintain U.S. protection, your patent application must be filed within one year of any public disclosure, sale or offer to sell your invention. However, this one-year grace period by the United States does not apply to most other countries. Instead, the rule in most countries is that patent applications must be filed before your invention is made available to the public. So most people will want to make sure that their patent applications are on file before their invention is revealed to outsiders. This does not mean that, however, you must apply for your patent in every country that you wish to do business with before your public disclosure. As long as you apply to the United States before your invention is available to the public, you will still be able to pursue patent protection in most foreign countries if you also apply for your respective foreign applications within one year of the United States. Author/Lawyer: Catherine J. Holland, J.D.; Vito A. Canuso III, JD; Diane M. Reed, JD; Sabing H. Lee, JD; Andrew I. Kimmel, J.D.; and Wendy K. Peterson, J.D., is practicing law in Knobbe, Martens, Olson & Bear LLP, one of the largest and most respected U.S. law firms specializing in IP law. In collaboration, they are the authors of intellectual property, available from Entrepreneur Press. Business Contract Q: In the supplier contract, how can I change the section that says the contract automatically renews annually? A: This can be easily changed, as is any provision in a preprinted contract. If there is a part of the contract drawn up with specific terms for your company, ask for an additional sentence saying that regardless of any other provision in the agreement (this wording is important), the contract will terminate after XX years, or automatically renew no more than XX times. If the contract is fully preprinted, request that this information be entered into the preprinted contract page. Either way, make sure that the contract term you wish to change is amended in writing in the written contract that you enter into. Q: What are some of the most important things I need to do when signing a contract? A: There are some very simple steps you can take that will protect your personal assets and give your company an advantage in a contract dispute. First, make sure that the signature block at the end of the contract names your company's full legal name rather than your personal name. Your personal name, as a contracting person, can be written under a signature contract, but the contract must clearly state the full legal name of your company as the contracting organization. To achieve on hand in contract disputes, make sure that each contract you sign has two originals, and keep one of them. Initially each page of both contracts was eventually signed with ink in a color that would not replicate well, such as red. This prevents anyone from re-typing back part of the contract to benefit a party and presenting the re-entered contract as the original. Author/Lawyer: Laura Plimpton has 26 years of experience as a corporate lawyer, business owner and management consultant. She reviewed or drafted more than 12,000 contracts. She is the author of The Business Contract, available from Entrepreneur Press. Hiring and firing Q: Am I allowed to track employee e-mails? Do I have to tell them? A: Employers track employee e-mails for three main reasons: 1) to prevent/address workplace harassment and discrimination, 2) to prevent disclosure of unfair trade secrets and competition, and 3) to improve employee performance and productivity. However, it is important for employers who want to track employee e-mails to reduce reasonable expectations of employee privacy in their e-mails. Most courts have realized that natural employees have lowered their privacy expectations when they are using devices provided by employers, such as computers and mobile phones. To alleviate such expectations, all employers should adopt a policy stating that computers provided by the employer are the property of the employer, will be used for legitimate business purposes and the employer has the right to supervise for the reasons mentioned above. Q: What is family leave, and do I need to give it? A: The federal Family and Medical Leave Act (FMLA) is the main federal law that requires insured employers - those with 50 or more employees within a 75-mile radius - to provide up to 12 weeks of paid leave to eligible employees. Most importantly, the FMLA says that whenever family and medical leave requirements under different federal and state laws, employers must comply with any provision that provides greater family leave rights to employees. FMLA provides up to 12 weeks per year of leave for: 1) the birth, adoption or foster care position of a child, 2) the care of a family member with a serious medical condition, or 3) serious health condition of the employee. Paid leave (unless paid leave, sick leave, or paid leave is used), but the employer is required to continue group health benefits during the leave period. Employees have the right to return to the same position or equivalent position upon termination of leave. A: Serious health conditions include pregnancy-related disabilities. Specifically, the FMLA's definition of a serious health condition includes any period of in a manpower caused by or pre-birth care. Employers should note that some states, such as California, have separate laws that require pregnancy disability leave. FMLA also includes a pregnancy-related disability of the employee's family FMLA applies to employers with at least 50 employees. Employees who are eligible for: 1) worked for the employer for more than 12 months before leave began, 2) worked at least 1,250 hours in the 12 months before leave began, and 3) worked at a location where the employer had at least 50 employees within 75 miles of that position. Q: What do I do if I want to fire an employee who doesn't do my job well? A: This is a complex question, the answer of which depends very much on the circumstances. Communicating with employees is important, and no termination should come as a surprise to an employee. Accordingly, even if employment is clearly at will, it is important to advise employees with poor performance both on their exact performance deficiency and how they can improve their performance in these areas. Equally important is to record performance advice along the way. By following a few simple instructions, employers can justify the decision to terminate if and when challenged. Employees are also less likely to assert claims if they believe their employer has been fair to them and give them adequate opportunities to improve their performance over time before termination. Q: What if I had to let an employee go because I couldn't afford to pay her? A: Preserving employment relationships at will provides employers with maximum flexibility in the event of a recession. Honesty is often the best policy, and if an employer really can't afford to pay for certain employees, it must be straight with the affected employee and not make up the reason for termination. Often, economics can be the easiest way to justify reducing forces. However, in the event of termination or layoffs, employers should ensure that they do not violate any promises made to affected employees in connection with recess payments. Q: How can I be sure that my employees do not disclose my company's trade secrets? A: Because trade secrets take their legal value and meaning from unknown competitors, employers must set reasonable steps to maintain their secrets. Employees who have been exposed to trade secrets can use them to compete with their former employers when they leave the company. To avoid this, the employer should consider: Require employees to sign non-disclosure agreements Conducting an out-of-the-way interview for all departing employees Use a personal identification number and password to access the computer Disclosure of valuable information only on the basis of need to know The footer request or title on the documents specifying the information eligibility as confidential or exclusive Restrict access to facilities Use locked files for hard copy documents Requires agreements Disclosures from all third parties, including clients and consultants Using on-site security training staff on the importance of protecting trade secrets and employee monitoring is also invaluable. Author/Lawyer: Tyler M. Paetkau, a in Littler Mendelson, P.C. LLP, is an attorney and advisor to the State Bar of California's Division of Labor and Employment Law. He is the author of rent and shoot, available from press entrepreneurs. Form a Q partnership: What is the difference between lender and investor? A: When you go into business with others, the question of control is always a problem. The reason is that the time frame required to build a successful business is not always the same as that of the lender who wants his money back in a certain period of time. And it's not always the same time frame as investors who want to see as much return on their investments as quickly as possible. The best approach for entrepreneurs is often to reinvest all profits back into the business to achieve early growth that is critical to the future success of the business. The problem is that lenders often have security interests in the assets of the business and can grasp them if the business does not meet its obligations. On the other hand, an investor may not have that security interest but will probably be looking on the business with a careful eye all the time. The control question is a serious question to check before joining with a lender or an investor. Q: What is the biggest problem in a general partnership? A: Although it is essential to submit the appropriate paperwork to create an LLC or a corporation, a general partnership may be created by no more than a hug or a handshake. In fact, actions that only work together, even without an official document, can create legal relationships. This goes for spouses as well as two or more people who are not related. The problem is, in a general partnership, there is common and some liability. This means that any partner can create a monetary obligation to the partnership and all partners will be personally liable for the entire debt, even if they are unaware of it. The creditors will often go after the deepest pockets, in other words, the person with the most money. Make sure you know what each of your partners is doing to protect yourself against this problem. Your best protection is to establish a legal body, whether it's an LLC or a corporation. This will completely eliminate the problem. Q: What is the problem when parents let their children take over the business? A: When you start a business, it's no secret that your business bank account isn't huge. As a result, most landlords, banks and equipment purveyors will significantly not accept a corporate signature on their leases, loans and contracts. They will insist on the personal signature and guarantee of the owner. When children take over the business, the owner's signature usually remains in the original contract. If anything negative happens, these signatures become important. The parents often have more assets and money than children. These assets become vulnerable to those seeking paid. Anything that the original parent signed - such as franchises, loans, cars, printers, etc. - is fair game, even though the parent or father may not be involved in the business for years. To avoid this problem, you should treat the transition to the next generation as much as possible. In this way, most creditors, lenders and the like will accept the transfer and respect the transition as a complete change of ownership. If it is a franchise, make sure the company's shares are legally transferred, ask the franchisee to accept the transfer and, if necessary, prepare new franchise documents. If it's a loan, don't allow the next generation to merely adjust, expand or modify it. Get it paid and have your children sign a new loan document for additional credit or time. If necessary, parents can agree to guarantee the loan for a limited period of time. If it's a lease, lease or purchase contract, make sure new documents are created at the first opportunity. Author/Lawyer: Ira Nottenson serves as a legal consultant and is a law review graduate of Boston College Law School. His previous clients include House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He is the author of Formation a Partnership and co-author of The Small Business Legal Toolkit, both available from Entrepreneur Press. Small Business Legal Tool kit (Legal and Tax Issues) Q: Is my new hire an employee or an independent contractor? A: To answer your question, you must consider the control issue. The more control the employer has over the employee, the more likely the employee is to be considered an employee. It's a matter of controlling the details of how to do the job versus controlling the results. The IRS considers measures to control behavior and finance, as well as relationships between the parties. Behavior control includes things like the amount of training provided, who directs the task sequence, etc. Financial controls refer to those who carry the risk of loss, whether the employee in person in person costs are not reimbursed and so on. Finally, any contract relationship between the employer and the employee is examined, as well as whether benefits such as employment are provided to the employee. The IRS also considers whether the work done is an important aspect of the employer's business Author/Lawyer: Theresa A. Pickner owns a law practice specializing in business law, taxation and estate planning. She has a JD and a degree. M on taxes of the University of Denver. She is a co-author of the Small Business Legal Tool set, available from Entrepreneur Press. Ira Nottenson serves as a legal consultant and is a Law Review graduate of Boston College Law His previous clients include House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He is the co-author of the Small Business Legal Tool set, available from Entrepreneur Press. Asset Protection Q: How can I protect What if a judgment is made against me? A: Unless you are one of the lucky few people living in Florida or Texas, which has unlimited homestead exemptions, homestead exemptions in most other states are too small to protect your home. The Qualified Individual Residence Trust (QPRT) may be the answer. QPRT is an identifiable trust that brings headlines to your home. If a judgment is given against you, the judgment will not attach to the home because you no longer own it. QPRT is authorized by the IRS as a way to not only protect the home from creditors, but also reduce the estate tax. QPRT can be used for a primary residence or a motel but not for income-producing real estate. Q: What happens to my business if I can't run it anymore? A: Maintaining the continuity of your business in case of illness or inability can prove difficult. In most cases, unless there is a partner or other key employee who can continue the company in your absence, you will have to evaluate the business by an expert and offer it for sale. The questionable aspect of this decision is whether or not you have an equity position that can be sold. For example, a consultant with a business-based specialty may not have anything to sell since an outsider may not be able to handle the concept. Even if the buyer is eligible, the close customer relationship between the entrepreneur and the customer may not be easy to transfer. You can only have one customer list for sale, requiring special negotiations. The same applies to massage therapists, personal chefs, and the like. If your business has more tangible assets like retail stores, small manufacturing businesses, or restaurants, sales can be easier and significantly profitable. Author/Lawyer: Robert F. Klueger (JD; LL.M.) is an attorney for Klueger & Stein, LLP. He is admitted to practicing law in California and before the U.S. Tax Court. He is a State Bar Board of Legal Specialization and is rated AV by Martindale. He has practiced law since 1974 and has represented clients against various tax authorities in all courts, including the U.S. Supreme Court. He is the author of Asset Protection, available from Entrepreneur Press. * Books come out in May, so there isn't a link yet. Yet.

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