

Plain language may not be what you think it is



By [Tiffany Markman](#)

28 Jun 2013

I've been ranting and raving for the last two hours. My face is red and I have a large vein pulsating on my forehead. Simply: I am irate beyond reason. This is why...

I've been sent a contract so inexplicable that I can't sign it, and I've chased the company concerned for an explanation they are largely unable to provide. It seems that they don't really understand it either. But they insist it's perfectly in line with the Consumer Protection Act, because their "lawyers looked at it". Bollocks.

The CPA says:

"A notice, document or visual representation is in plain language if it is reasonable to conclude that an ordinary consumer of the class of persons for whom the notice, document or visual representation is intended, with average literacy skills and minimal experience as a consumer of the relevant goods or services, could be expected to understand the content, significance, and import of the document without undue effort..." *

* This is not the most easily comprehensible sentence in the world, either.

I had to read the bloody contract twice, email the rude salesperson three or four times with questions and then speak to a manager over the phone to understand what I was committing myself to. That's "undue effort" if ever I've heard of it.

Companies: listen up. *Plain language means that the average Joe*, not me with a post-grad degree and the ability to speed-read, *should be able to understand every word of your fine print*. It's a legal imperative. So stop being deliberately obtuse.

Gone are the days when you could con your poor 'customers' (marks) into signing anything because there was too much fine print, it was too small and it made no sense anyway (although the guys I'm dealing with now don't seem to know that).

So, here's some help:

1. Yes, your lawyers can - and should - devise your contracts. But most lawyers are actually trained *not* to use plain language. It's not lawyerly. So get a language expert in to review the contract. Then get the lawyers to meet with the expert, and let them hash it out. There *is* a happy medium to be found here. (Ask [Paul Jacobson](#), of Web.Tech.Law, who helped me to find it.)

2. Use the simplest, shortest words you can ("start" instead of "commence"), with lots of real-world examples: "This

means...", "Let's say that...", "For example..."

3. Speak to the customer as "you". Not "the Customer". Speak about your company as "ABC and our associates" and then "us"; not "ABC and its officers, directors, employees, servants, agents or contractors or other persons". We're all people.

4. Use technical, legal and business jargon sparingly. I know it's hard. Try. Jargon should be short-hand (used to make things clearer), not a foreign language (used to make people sound or look smarter than they really are).

5. Keep sentences short: 20 words max. Two short ones are better than a long one.

6. Use headings, sub-headings and text boxes to make text appear unthreatening and easily scannable, even if doing so makes it a bit longer. Long is actually fine. As long as it all makes sense. People won't mind length if there's clarity.

7. When you have to use definitions, [use Paul's tip](#): Put a glossary and some paragraphs about interpreting terms at the end of a document, so that your readers can get straight into reading without wading through technical rules first.

Disclaimer: It's my ethical duty to caution you against willy-nilly re-writing legal clauses that you don't totally understand, because then you run the risk of over-simplifying the language and inadequately covering risks that would otherwise be covered. It's not worth it. Rather work with a legal mind to cover your company's a\$\$.

In practice

Instead of...

The member will be required to sign an agreement and debit order form permitting the administrators to raise a monthly debit for the member portion of the contributions and surcharges, when applicable.

Say this...

You'll need to sign an agreement and a debit order form that allows us to take money from your account every month to cover your contributions to the [medical scheme]. We may also need to deduct small amounts of money for extras that arise, which we'll discuss with you each time.

Yes, it may take time, effort and moolla to get these contracts right. But only the first time. And then it's done. And you have wonderful documents that people understand.

ABOUT TIFFANY MARKMAN

I spend 10 hours a day writing - and teaching others to write. I was South Africa's Freelance Copywriter of the Year in 2020 and one of the world's 'Top 50 Female Content Marketers' in 2021.

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