



YOUR ESSENTIAL GUIDE TO USING PLAIN LANGUAGE IN WRITING

A must-read resource for modern lawyers

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A MUST-READ RESOURCE FOR MODERN LAWYERS

Plain language is clearly understood by clients and co-workers. It cuts out confusion and connects with the reader.

Overly complex communication, on the other hand, detaches the community from our legal system. That's why the legal profession is moving towards plain language.

This guide lets you move with it.



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WHY CHOOSE PLAIN LANGUAGE?

Plain language is a writing style that lets readers understand the message the first time they read it.

It uses short, clear sentences and everyday words without unnecessary jargon.

This approach can be particularly powerful when practising law. However, it's important to think carefully when applying it. Why? Because you want to retain the original meaning of your words to avoid misinterpretation.

Here are some of the reasons why you should consider plain language in your work.

It puts your clients first

Clients want to be involved in their own legal process. So they expect you to make sense of the law for them. They also want to feel confident in the prospect of engaging a lawyer.

Plain language builds trust and helps to develop lasting client relationships. The more they understand, the happier they will be with your service.

It saves time and money

Complex language causes costly delays. Not only for your clients – but for your firm or organisation too.

When you use plain language, your clients and coworkers won't waste time dealing with confusion. This means improved efficiency, service and satisfaction.

As an example, when the Family Court of Australia rewrote its divorce application form in plain language, it enjoyed a 33% drop in related phone enquiries.

Meanwhile, 70% of applicants reported that the form was easier to fill in, creating a happier end user.

It's inclusive

Our community is culturally and linguistically diverse. By using plain language, we ensure that people of all education levels and backgrounds can access our legal system.



HOW TO USE PLAIN LANGUAGE

Plain language is the key to clear communication. And when mastered, you can use it to elevate your practice from good to great.

Just remember to steer clear of ambiguity. And always consider who will be reading your work and in what form. The reason? Because the language and tone used in an email will vary compared to that of a legal document.

In short, it's about balancing clarity, risk and context.

Here's how you might consider using plain language in your day-to-day.

LET GO OF LEGALESE

Perhaps you're still attached to legalese – the language you learned in law school.

These 'sophisticated' words might feel like they lend extra weight or 'legality' to a simple phrase, but often they are just unnecessary.

Try to avoid these words, or if you need to capture the concept, try to replace them with simpler language that will make more sense to your reader.

Instead of

Consider

Forthwith

Immediately

Hereafter

After this

Shall

Will

Thereafter

After that

Thereof

Of it

Therewith

With it

THINK ABOUT WRITING SHORT SENTENCES

Clients and co-workers alike are quick to look away from long sentences. Aim for under 25 words per sentence to keep readers engaged.

Instead of

We have now had the opportunity to review the proposed draft contract for sale and provide the following epitome of the main terms:

We are of the belief that a 30-day notice to remedy should have been served by the landlord prior to exercising a power of sale.

We observe that your current employment is in violation of your agreement with your previous employer to not work for a competitor in any capacity during the 6-month period immediately after the termination of your previous employment.

We will provide you with our legal advice and commence legal proceedings upon receipt of payment in the agreed amount by the agreed date.

Consider

We have reviewed the draft contract. The main terms are:

The landlord should have served a 30-day notice to remedy before exercising a power of sale.

Your current employment breaches the non-compete clause in your contract with your previous employer.

We will start once we receive payment as agreed.

USE THE ACTIVE VOICE

Active voice sentences are clearer, more concise and more direct. The passive voice, on the other hand, is less certain and less engaging.

Use the active voice by placing the subject at the start of your sentence.

Instead of

The limitation period is stipulated by the agreement.

Rent will be collected by the landlord every week.

Providing a safe and accessible workplace is the responsibility of the employer.

Flexible working arrangements may be requested by employees.

Our invoice has been sent to you.

Consider

The agreement sets out the limitation period.

The landlord will collect rent every week.

The employer is responsible for providing a safe and accessible workplace.

Employees may request flexible working arrangements.

We have sent you our invoice.

ELIMINATE WORDY PHRASES

Some expressions add fluff to your writing – not value. Here are some ways you can send the same message with fewer words. But beware! Words with a double meaning can create confusion and risk.

Instead of

Consider

Due to the fact that	Because
During the period of	During
Has had an effect on	Influenced
I am of the belief that	I believe
In order to	To
In the event that	If
In the near future	Soon
In the time preceding	Before
Is aware of the fact that	Knows
Notwithstanding the fact	Even though
The majority	Most
With the exception of	Except

AVOID NOMINALISATIONS

Nominalisations are words for processes, techniques, or emotions – not actions. They are nouns formed from verbs, often ending in 'ion', 'ment' and 'ance'.

Aim to use the verb form instead of the noun form. This will make your writing clearer and more engaging.

Instead of

Write

Conduct an assessment	Assess
Facilitate the resolution of	Resolve
Have a discussion	Discuss
Initiate and inquiry	Inquire
Make a decision	Decide
Make an arrangement	Arrange
Organise the provision of	Provide
Perform an analysis of	Analyse
Place restrictions	Restrict
Provide advice to	Advise
Reach an agreement	Agree



FINESSING YOUR FORMATTING

With plain language down pat, finessed formatting is the cherry on top. Clear, consistent formatting makes your writing instantly easier to scan, understand and respond to.

BREAK IT UP

Whether it's a client reviewing a contract or a co-worker reading an email, *no one* wants to wade through slabs of text. Use clear headings, lists and white space to make your writing simple to scan and read.

Instead of

Today I will need you to proof and forward my advice to Sarah regarding her mortgage repayments. Then I will need you to brief Joel, the new intern, on the neighbourhood dispute matter we discussed yesterday. After that you can send out invoices to the clients whose matters have finalised.

Write

Today's tasks

1. Proof and send mortgage repayment advice to Sarah.
2. Brief Joel on neighbourhood dispute matter.
3. Send invoices for finalised matters.

TIP: COMMUNICATING WITH A CLIENT VIA EMAIL?

Break down a complex clause using plain language so everyone understands what's being said. Consider attaching a screenshot of the clause directly from the agreement and highlight the wording you are advising on.

That way, everyone can see the original wording in context and better understand your advice.

PUNCTUATE WITH PRECISION

Punctuation breaks up sentences to make your writing more readable. Remember – the full stop is your *best* friend.

But be careful. Because how you punctuate also dictates the meaning of your message.

Below is an excerpt from the agreement in Canada’s “Million Dollar Comma” case. Here, the inclusion of commas caused confusion and resulted in one party challenging the meaning of the clause.

The argument was raised as to when the one year notice of termination applied: to the first five year term, or to the successive five year terms?

Instead of

This agreement shall be effective from the date it is made and shall continue in force for a period of five years from the date it is made, and thereafter for successive five-year terms, unless and until terminated by one year prior notice in writing by either party.

Write

- This agreement will be effective for five years (Initial Term).
- It will continue to be effective for five-year terms after the Initial Term has expired (Successive Terms).
- During a Successive Term, either party may terminate the agreement by giving written notice one year in advance.

FINAL TIP: UNDERSTAND AND REDRAFT

Always re-read and edit your writing with the aim of making it clearer. And always consider your audience.

Ask yourself:

Who will be reading or signing the document?

Will they be able to understand the document?

How can I simplify my sentences but still manage any risk?

How can I re-order the clauses?

Can I say the same thing with fewer, simpler words?

Is this the right document for the task?

Am I using the right tone?



PLAIN LANGUAGE IN PRACTICE

Learning how to use plain language is an investment in your skillset as a lawyer.

If you want to improve, you'll need to be conscious and critical of how you write. So initially, implementing these tips can take time.

But soon enough, it will come naturally to you – saving you days of costly confusion.

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