



Plain English and the law

The legal consequences of clear and unclear communication.

A joint initiative by:

MASON
HAYES &
CURRAN



NALA

National Adult Literacy Agency
Áisíneacht Náisiúnta Litearthachta do Aosaigh

This booklet is a joint initiative by the National Adult Literacy Agency (NALA) and Mason Hayes & Curran.

Mason Hayes & Curran legal experts researched and wrote the case studies and NALA plain English specialists compiled the booklet.

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Contents

Foreword	3
About this booklet	5
Part one: the evidence	6
Case study one – a lesson for landlords and tenants	7
Case study two – a lesson for regulators	13
Case study three – a lesson for consumers and banks	20
Part two: the context	23
What is plain English and why is it important?	24
The growing demand for plain English	25
Plain English around the world	25
Part three: the know how	27
How to write in plain English	28
Document design tips	30
Legal words and phrases to avoid	32
Useful plain English resources	34
About the National Adult Literacy Agency and Mason Hayes & Curran	36

Foreword

The case studies in this booklet are cautionary tales. They show how a failure to use plain language can result in expensive litigation with uncertain results.

Having spent twenty years as a Judge of the High Court and the Court of Appeal I have seen many instances where the use of plain English would have avoided litigation. That is particularly so in the area of contract law.

Too many contracts are written in obscure and convoluted language. In many instances that is because of an overreliance upon precedents. In addition, the word processor is very often no friend of plain English.

In the case of consumer contracts, it is very important that parties to them should be able to understand what they are agreeing to. They should be able to ascertain that by a straightforward reading and without having to resort to the use of a magnifying glass. All too often this is not the case. The result is time consuming and wasteful disputes which end up unnecessarily in court.

This booklet provides an opportunity to further promote the use of plain English particularly in the business world. One would expect the business community to be fully supportive of the plain English movement if for no other reason than that it will save money.

I commend this publication as a useful contribution to the use of plain understandable English particularly in business transactions.

Justice Peter Kelly

President of the High Court

1 February, 2017

The purpose of
this booklet is to
show you how clear
communication
can save you time
and money.

Witness sign
Residing at _____

About this booklet

This booklet highlights the importance and benefits of clear communication from a legal perspective. Our aim is to show you how plain English can save you time and money by avoiding unnecessary legal costs.

This booklet has three parts.

Part one provides you with **evidence** of the legal consequences of clear and unclear communications in three court cases in Ireland. Two of the legal case studies show how unclear communication led to costly court cases. One case study shows how a company won a court case because it was proven that they had provided clear information to a consumer.

Part two provides you with the current **context** of why clear communication is now more important than ever. We describe what plain English is and how it is gaining traction – from public demands for clear consumer contracts to the emphasis on plain language in the Central Bank of Ireland’s Consumer Protection Code.

Part three provides you with the **know how** of how to provide clear information. We provide guidance on how to write in plain English, words and phrases to avoid, document design tips and other useful resources.

This booklet is a joint initiative between the National Adult Literacy Agency and Mason Hayes & Curran. We believe plain English can save you time and money, and we hope that after reading this booklet you will too.

But most important of all, we believe that everyone has the right to receive clear information that allows them to make informed choices.

Part one

The evidence



Case study one – a lesson for landlords and tenants

Clear as mud: the Bewley's rent review case

Ickendel Limited v Bewley's Café Grafton Street Limited (High Court, Charleton J, 25 March 2013)

This case was about a 35 year lease over the site of the Bewley's Café, on Grafton street in Dublin. The tenant, Bewley's Café, and the landlord, Ickendel Limited, disputed the sections of their lease that dealt with 'rent review'.

What is this case about?

This case is about a 35-year lease of the Bewley's Café premises, on Grafton Street in Dublin (the "**Lease**"). In 1987, Ickendel Limited (the "**Landlord**") agreed to lease the property to Bewley's (the "**Tenant**") at an initial rent of £168,000 a year (€213,316).

By 2007, the Landlord had increased the rent to nearly €1,500,000 a year. The reason that the rate of rent could change during the term of the Lease was because there was a rent review clause in the Lease.

A rent review clause is a section in a lease which allows the amount of rent to be looked at during the term of the lease and adjusted according to the terms of the rent review clause. In this case, the rent could be reviewed every five years.

In 2012, one of these five year periods came to an end. The preceding rent review was done in 2007 when the property market in Dublin was very strong. Therefore, the rent had been set at the high level of nearly €1,500,000. The Tenant wanted to reduce this amount significantly in 2012.

This led to a dispute between the parties. The Landlord and the Tenant each had a different interpretation of how the rent review clause should work. The case was first heard in the High Court by Judge Charleton ("**Charleton J**").

What was the problem?

The problem in this case was that the wording in the Lease about how the rent could be reviewed was not drafted clearly. Clause 2 of the Lease set out the initial rent and provided for the fact that this initial rent could be reviewed during the term of the Lease.

Clause 2 read as follows:

"[...] yearly rent of £168,000 and thereafter during each of the successive periods of five years of which the first shall begin on 1 January 1992 a rent (hereinafter called "the first revised rent") equal to the greater of

- (A) the rent payable under [the lease] during the preceding period, or*
- (B) such revised rent as may from time to time be ascertained in accordance with the provisions in that behalf contained in clause 6 hereof (whichever shall be the greater)"*

Clause 6.2 of the Lease provided that the reviewed rent was to be the

“full open market yearly rent for the interior of the building let as a whole without fine or premium... on the basis of vacant possession... to a willing lessee for a term equal to that granted by the within written Lease and subject to the provisions therein set forth (other than as to the amount of the initial rent thereby reserved).”

Clause 6.4 went on to provide:

“If the first revised rent in respect of any period (“the Current Period”) shall not have been ascertained on or before the review date referable thereto rent shall continue to be payable up to the gale day next succeeding the ascertainment of the first revised rent payable during the preceding period and on such gale day the lessee shall pay to the lessor the appropriate instalment of the first revised rent together with any shortfall between (i) rent actually paid for any part of the Current Period and (ii) rent at the rate of the first revised rent attributable to the interval between that Review Date and such gale day (other than the said appropriate instalment payable in arrear) and together further with interest on said shortfall ...”

Clause 7.1 dealt with the rent review for the second revised rent and it read:

“The second revised rent in respect of any of the periods referable thereto (“the Relevant Period”) shall be the rent payable in respect of the preceding period increased in the same proportion as the increase in the first revised rent for the same relevant period and shall be deemed to have been ascertained on the date upon which the first revised rent shall have been ascertained ... the provisions of clauses 6.4, 6.5 and 6.6 hereof shall apply to the second revised rent mutatis mutandis ...”

The challenge

Charleton J had to decide between two very different ways that these clauses could be understood.

Tenant's interpretation

The Tenant interpreted these clauses to mean that the amount of rent determined during each rent review would depend on the property market at the time of each review. Therefore, the Tenant's view was that the level of rent could go up or down after each rent review but that the amount could not fall below the rate it was first set at in 1987 (£168,000). If the Tenant was right, it could mean that the rent the Tenant had to pay could be substantially reduced given that the property market had collapsed between 2007 and 2012.

Landlord's interpretation

The Landlord took a very different view. It read these clauses to mean that the rent in each five-year period could not fall below the rent of the previous five year period. The Landlord interpreted the clauses as providing for an "upwards only" rent review mechanism. Having an upwards only rent review mechanism in a lease means that the rent can either stay the same or go up after each review period but that it could not be reduced.

Charleton J's interpretation

Charleton J found that the meaning of the wording should be gleaned from the plain words of the agreement.

In particular, he had to look into the meaning of "preceding period", in clause 2 of the lease. The Judge found that the term "preceding period" did not mean the five year period before each review. Instead, he found that it went back all the way to the start of the lease in 1987 and the initial rent that applied then.

Charleton J explained that if the parties had intended the words "preceding period" to apply to the five year period just before each rent review then this would have had to be stated more explicitly in the Lease. For example, the Lease could have provided for the "immediately" preceding period. However, as the wording in the Lease was not specific enough, then the most that "preceding period" could mean is "the period which goes before". As a result, Charleton J found that "preceding period" in fact means, the first rent set under the Lease in 1987.

The decision in this case was based on an interpretation of the wording of the rent review clause in the Lease and in particular the expression "preceding period".

Charleton J found that the words of the rent review clause meant that:

- on review, the rent was to be assessed against what the open market rate; and
- there were no words in the clause that could stop the rate from decreasing following a review.

In this case, the Landlord did not agree with the Charleton J's decision in the High Court. It decided to appeal the decision to the Supreme Court.

Appeal to Supreme Court

The Supreme Court ended up finding in favour of the Landlord and that the rent review clause was actually an upwards only rent review clause. The Supreme Court said that the only sensible construction of the expression "the preceding period" was the period immediately before each review date meaning that the rate of rent could not fall below that for the period of 2007 to 2012.

Lessons from this case

This judgment makes it clear that it is important that documents are clearly drafted to accurately reflect what is intended by both parties. If the Lease had been drafted so that it was clear how the rent review mechanism was to work, then the parties would not have ended up in dispute. This would have avoided the hassle, time and costs of going to court.

The case, in both courts, remains a lesson in the importance of clear written communication.

Case study two – a lesson for regulators

The meaning of “poor professional performance” in the Corbally Case

Corbally v Medical Council & Ors [2015] IESC 9 (Supreme Court)
and [2013] IEHC 500 (High Court)

This case was about allegations made against a doctor, Professor Corbally, who incorrectly described a proposed surgical procedure. It examines the extent to which a once-off error can lead to a finding of “poor professional performance” within the meaning of the Medical Practitioners Act 2007 (the “2007 Act”).

What is this case about?

This case was about a 2-year old patient who needed surgery on her lip. She was to have the surgery at Our Lady of Lourdes Hospital, Crumlin (“**Crumlin Hospital**”).

Professor Corbally, the doctor that examined the patient, correctly diagnosed her condition of having an upper lip tie. He recommended that she have it divided by having a minor surgical procedure. Despite having correctly diagnosed the patient’s condition, Professor Corbally made an error in the description of the required procedure in his notes of the examination. Professor Corbally booked the patient into Crumlin Hospital for her procedure. He correctly completed her admissions form on which he stated that she was being admitted for division of a “tongue tie (upper frenulum)”. Unfortunately, through no fault of Professor Corbally, the

information he gave on the admissions form was not fully inputted into the hospital system and the words “upper frenulum” were omitted. This was due to a lack of options available to describe the patient’s condition in the hospital computer system.

Due to an emergency in the intensive care unit, Professor Corbally was unable to perform the surgery. Instead, he gave this job to his specialist registrar (a capable doctor). Unfortunately, this doctor performed a different, unnecessary procedure on the patient. A series of errors and poor communication had caused this mistake. After the surgery, the child’s parents made an official complaint against Professor Corbally to the Medical Council.

How did this case end up in court?

These types of complaints are investigated by the Fitness to Practise Committee of the Medical Council (the “**Committee**”). This Committee holds inquiries into complaints about doctors. The Committee investigates the evidence around whether or not a doctor is innocent or guilty of professional misconduct, poor professional performance or another finding. It is then up to the Medical Council (the “**Council**”) to consider the facts and make a decision on what to do next. This decision is called ‘a determination’.

In this case, the Committee recommended to the Council that it make a determination of “poor professional performance” against Professor Corbally. The Council found that there was sufficient evidence of “poor professional performance”. It imposed the sanction (penalty) of admonishment which in practical terms meant that the decision was notified to the public and to the doctors’ registration authority where Professor Corbally was working.

This was a serious sanction for Professor Corbally. The sanction also led to widespread media coverage.

Following the determination, Professor Corbally took a case against the Council and others (together, the “**Parties**”). The Parties disagreed on the interpretation of “poor professional performance” and the threshold that must be reached before such a finding can be made. Professor Corbally brought proceedings to overturn both the findings of the Committee and the determination of the Council. This result, if achieved, would reverse or delete the decisions of the Committee and the Council against Professor Corbally.

What was the problem?

The problem in this case was that the meaning and scope of “poor professional performance” was unclear. It was uncertain how poor a doctor’s performance must be before a finding of “poor professional performance” can be made against him or her. “Poor professional performance” is defined in section 2 of the 2007 Act as:

“...a failure by the practitioner to meet the standards of competence (whether in knowledge and skill or the application of knowledge and skill or both) that can reasonably be expected of medical practitioners practising medicine and the kind practised by the practitioner.”

Professor Corbally made the following arguments to the Court:

- Section 2 (quoted above) relates to standards of competence and not, as had occurred in this case, a simple error in writing up medical notes.
- The Court should consider his overall abilities.
- “Poor professional performance” means an ongoing failure by a doctor.

- The Court should imply the term “serious” when assessing alleged poor professional performance. This was the course adopted in a previous case, *O’Laoire v The Medical Council*.
- There were many opportunities to clear up the confusion and so the error was not the cause of the later damage. Therefore, it did not reflect upon Professor Corbally’s knowledge or skill.

The Council made the following arguments defending their actions:

- The definition of “poor professional performance” does not require any threshold of high seriousness or that a continuum of behaviour be proven.
- It did not matter that others were also at fault.
- The sanction imposed was proportionate.
- A single act or omission was enough to allow them to make this finding against a doctor.

The High Court decision

The then President of the High Court, Mr Justice Kearns (“**Kearns P**”), found that section 2 of the 2007 Act involves looking at the standards of competence of the doctor. It is a question of whether they have the power, ability, knowledge and skill to complete the relevant task. Kearns P quoted two principles laid out by Mr Justice Jackson in the English case of *R (Calhaem) v General Medical Council*¹:

1 [2007] E.W.H.C. 2606

“(3) ‘Deficient professional performance’ within the meaning of 35C(2)(b) is conceptually separate both from negligence and from misconduct. It connotes a standard of professional performance which is unacceptably low and which (save in exceptional circumstances) has been demonstrated by reference to a fair sample of the doctor’s work.

(4) A single instance of negligent treatment, unless very serious indeed, would be unlikely to constitute ‘deficient professional performance’.”

These led Kearns P to conclude that a single error must reach a threshold requirement of being ‘serious’ and a fair sample of a doctor’s work has to be considered. The real problem in this case lay with the systems operating in Crumlin Hospital. Professor Corbally’s error was not the cause of the later damage. Kearns P felt that a non-causative error must be seen as less serious than one which causes damage. Ultimately, he found in Professor Corbally’s favour and overturned the finding of the Committee and the decision of the Council. Although he acknowledged that Professor Corbally had a responsibility for the patient under his care, it was not right that he be disciplined for a hospital systems failure that was not his own.

Supreme Court appeal

The Council appealed to the Supreme Court. They made the following arguments in their appeal:

- The 2007 Act did not require any threshold of seriousness to be met in order to make a finding of ‘poor professional performance’.
- They accepted there were similarities between Professor Corbally’s position and that was endorsed in other cases. However, Professor Corbally’s position involved reading the word ‘serious’ into the statute and that this was simply not possible for a court to do.

- They believed that similar English cases were not helpful because the Irish Act is different.
- However, they accepted that if a 'seriousness' threshold did exist, Professor Corbally's error would have fallen short of it.

Mr Justice Hardiman of the Supreme Court ("**Hardiman J**") upheld the earlier finding of the High Court in favour of Professor Corbally. In his judgment he noted the following:

- In England, it was established law and practice that a 'seriousness' threshold be met before a finding of 'deficient professional performance' could be made.
- Hardiman J drew comparisons between the concepts of 'deficient professional performance' (England) and 'poor professional performance' (Ireland).
- Hardiman J concluded that if the Irish legislature had intended non-serious errors by a doctor to fall within the meaning of 'poor professional performance', it would have had to use clear-cut language to bring that about.
- A threshold of seriousness had to be met before a doctor "could be subjected to the threatening ordeal of a public hearing." To hold otherwise would not reflect the intention of the legislature and would not provide protection of a doctor's constitutional rights to his/her good name and to earn a livelihood in his/her profession.
- The legal assessor of the Committee advised that there was a threshold of seriousness and that there was no case against Professor Corbally. The Committee failed to give 'clear and cogent reasons' for not following this advice
- Not following the legal assessor's advice in itself may have been enough to quash the Medical Council's decision in this case.

Lessons from this case

There is a lesson to be learned from this case for regulatory bodies and for the health sector.

Lesson for the regulator

The Medical Council is the regulatory body for doctors. They should have clearly defined and given context to the concept of “poor professional performance”. If clear language had been used, the Parties would not have ended up in court. This would have avoided the stress, time and cost of going to court.

Lesson for the health sector

There is also a lesson to be learned for the health sector.

The systems in Crumlin Hospital were not effective. The systems should have allowed for all types of surgical procedure to be inputted, especially those that are very specific. If they had done so, then the error would never have occurred.

One positive result of this case was that a completely new protocol for procedures was put into place at Crumlin Hospital to ensure that no such confusion or mistake could ever happen again.

This case highlights that clear communication is essential to ensure that errors do not occur and that disputes do not arise.

Case study three – a lesson for consumers and banks

Clear terms and conditions

ACC Bank plc v Frank Kelly and Ann Kelly [2011] IEHC 7

Judge Clarke stresses how important it is to read bank and loan documentation carefully before signing up to a loan.

What is this case about?

Mr and Mrs Kelly borrowed money (the “**Loan**”) from ACC Bank (the “**Bank**”) in October 2006. They used this money to buy properties which they then rented out to tenants. By 2008, the Kellys owned around 30 of these ‘buy-to-let’ properties. In total, they owed ACC Bank and another bank over €7,000,000.

Soon after the Kellys borrowed the money from the Bank, they found it hard to keep up with the agreed repayments. By August 2008 the missed repayments, or ‘arrear’, on the Loan came to over €80,000. In late 2009, the Bank decided to take the Kellys to court to recover the money it had loaned to them.

The Kellys decided to defend the claim being brought by the Bank against them and the case was heard by Mr Justice Clarke.

One of the issues that arose in this case was that the Kellys claimed that the wording of the loan documentation that they had entered into was unclear and that as a result they had not understood the implications of missing repayments.

The wording of the loan documentation was clear

The Loan that the Kellys had entered into was a type of loan that was repayable on demand. This type of loan, often referred to as a 'demand loan' is a form of loan where the lender can, if certain things happen such as the borrower does not make its required repayments, look for complete repayment without any prior warning to the borrower.

The Kellys argued that they were unaware that they may have to repay the Loan on the Bank's demand if they did not keep up with their repayments.

The Court disagreed and found that the loan documentation had clear terms, noting that:

"This is not exceptionally technical language. The ordinary meaning of the term demand in English is that a person insists on something happening. The ordinary meaning of a loan being repayable on demand is that a person who gives the loan is entitled to demand repayment. The terminology used in describing the other repayment terms is again clear. Those terms only applied where there is no demand. It is by no means unusual for commercial property lending facilities to be payable on demand.

I am not satisfied that any person taking the trouble to read the clause in question could have any difficulty in understanding what it meant...."

and

"...someone who signs commercial banking documents without taking advice on them runs a risk which they must accept. They will be bound by the terms which they sign up to."

Lessons from this case

This judgment makes it clear that anyone signing loan documentation should understand the terms of those documents.

If a borrower is confused by what a bank is asking them to agree to, then they should look for professional advice before signing any documents.

Ultimately what protected the bank in this case was that its loan documentation was "*clear in its terms*".

Part two

The context



What is plain English?

Plain English is a way of presenting information that helps someone understand it the first time they read or hear it. When you use plain English, you:

- use clear, concise and accurate language,
- order your points logically, including only necessary detail, and
- use clean design to make your writing more attractive and easier to follow.

Why is plain English important?

1. It makes good business sense

Plain English saves you time and money. Clearer information is shown to reduce mistakes and complaints.

2. It's fair

Plain English gives people information they understand and enables them to make informed choices, access their entitlements and meet their legal duties.

3. It's effective

Plain English can help you produce clearer information for your customers and staff, so increasing the likelihood of complying with the law.

The growing demand for plain English

The use of plain English for legal documents and exchanges is increasingly important internationally and in Ireland. This is evidenced by:

- the public demands for clearer information,
- national trends such as the Central Bank of Ireland's Consumer Protection Code emphasis on plain language and vulnerable customers,
- European developments such as the Unfair Terms Regulations, and
- international trends such as plain language legislation (example: US Plain Writing Act, 2010).

Plain English around the world

Efforts to use plain English exist around the world. They involve a broad spectrum of pressure groups, government agencies, voluntary organisations and private companies.

Here are some examples of the main movements overseas.

- In the UK, the plain English movement has existed since the late 1970s. Many government offices, such as the Office of Fair Trading, have encouraged the spread of plain language by requiring it in certain consumer contracts.

- The European Commission has a Clear Writing campaign to encourage staff to write more clearly and make all types of documents, in all languages, shorter and simpler. It also has its own plain English style guide.
- The US has a Plain English Writing Act (2010). The media has been helpful in ensuring that the requirements of this Act are followed. It does this by publishing plain English 'score cards' for documents from different government departments.
- In Finland there have been very positive developments in plain English. In 2011, for example, the Finnish Government promised to promote plain English in legislation, administration and communication with their citizens.
- In Australia, laws on income tax and road safety have been put into plain English and much of the movement towards using clearer language has come from state government and the legal profession.
- The Plain Language Association International (PLAIN) has run 10 international conferences – the most recent of which was hosted by NALA in Dublin Castle in 2015. Many of the programme contributors were leaders in plain legal language. Clarity is another international organisation that hosts legal conferences focused on plain English developments. The last conference was in November 2016.

Part three

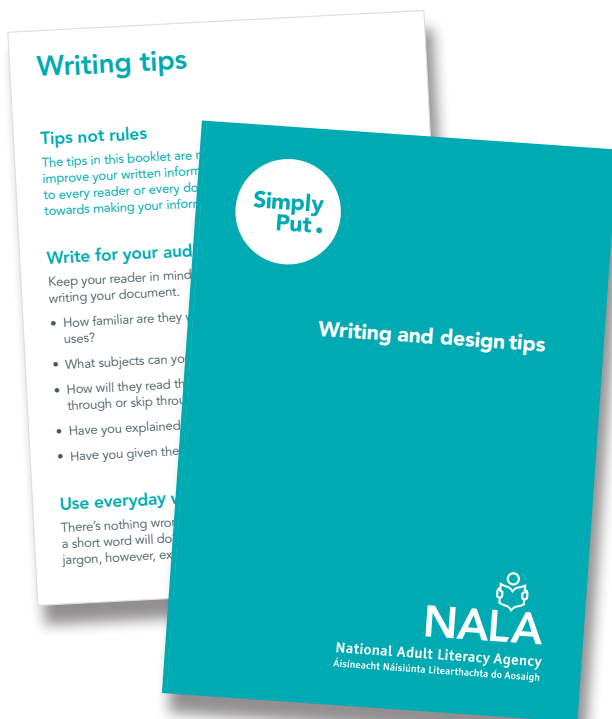
The know how



How to write in plain English

Tips not rules

The following plain English writing and design tips are not rules but guidelines to help improve your written information. Not all the tips will apply to every reader or every document, but they will go a long way towards making your information understandable to everyone.



The top five plain English writing tips

1. Think of the person you are writing to and why you are writing

Ask yourself what words or concepts the person is likely to know already, what tone and amount of detail is suitable and what message they are supposed to get from your information.

2. Be personal and direct

Don't be afraid to use 'we' for your organisation and 'you' for the reader. As much as possible, say who is doing what, for example 'We will write to you' instead of 'A letter will be sent'.

3. Keep it simple

Try not to inflict corporate language on the public - it doesn't serve them or your organisation's reputation! Avoid other complicated and foreign terms if you can use a plainer alternative to get your message across just as accurately.

4. Define or spell out any unavoidable jargon and abbreviations

If you must use a technical word because there is no plain alternative to it, define the term the first time you use it. The same applies to abbreviations – spell them out, especially if you intend to use them several times.

5. Keep sentences to an average of 15 to 20 words

Think about the point you want each sentence to make and stick to it. Try not to pad out your message with wordy and formal phrases such as 'in the event of', 'in accordance with' or 'subsequent to'.

Document design tips

Whether you work regularly with a designer or design your own material in-house, you can use some of these guidelines to produce a leaflet that is easy to read and looks appealing.

Use a clean and clear font

Fonts such as Arial, Verdana and Tahoma work well for printed material and websites alike. A good standard size for most readers is 12 point.

Break up long paragraphs and complex information

Keep your reader's attention by using 1.5 line spacing, lots of white space, bullet points and subheadings. These help your reader find their way and let them quickly see what information is most important.

Keep it simple

Try not to inflict corporate language on the public - it doesn't serve them or your organisation's reputation! Avoid other complicated and foreign terms. If you can, use a plainer alternative to get your message across. It will be just as accurate.

Use images and other visuals to add to your message

If you are giving instructions, consider including drawings or photos of each step. If you are presenting financial or other numerical information, consider a graph, chart or table. But remember to keep any graphics relevant, simple and close to the text.

Make important points stand out

If you want to stress a point, use lower case bold for isolated words or sentences. Italics and underlining make it harder to decipher the shape of a word, while all block capitals can make it appear that YOU ARE SHOUTING!

Avoid background images

Avoid using background images behind text. This makes text harder to read, especially if the background image is very colourful.

Legal words and phrases to avoid

Instead of	Consider
aforementioned	already mentioned
annul	cancel
assign	transfer, give
benefactor	person giving money (or other support)
beneficiary	person who benefits
breach	break, disobey
consent	agree
convey	transfer, give
counterfeit	forged
duress	pressure
emolument	salary, fee
execute	carry out
force majeure	uncontrollable event
forfeit	lose
heretofore	before now
indemnity	promise not to sue, compensation
jurisdiction	power
legal representative	solicitor, barrister

Instead of	Consider
litigation	suing
merchantable	suitable for sale
misrepresentation	lying
negligence	carelessness
non-negotiable	cannot be changed, cannot be sold
non-transferable	cannot be given away
onus	duty
plaintiff	person bringing a case to court
proviso	condition
rescind	cancel
statutory rights	legal rights
subject to	depending on
summons	order to attend court
testify	give evidence
title	ownership, right to own
undertaking	promise
void	not valid
waive	give up a right or benefit

Useful plain English resources

Simplyput.ie

NALA's plain English website, www.simplyput.ie, has free, easy to use writing and design tips that you can use to make your information easier to understand. It also has plain English guides to political, legal, citizenship, social services and environmental terms. Finally, it contains information about NALA's plain English editing and training service and its Plain English Mark.



Download for free on www.simplyput.ie

Checklist and guidelines

- Plain English guidelines at a glance
- Writing and Design tips
- A plain English checklist for documents
- A plain English checklist for forms
- A plain English checklist for numbers

A-Z Plain English Guides

- A plain English guide to legal terms
- A plain English guide to environmental terms
- A plain English guide to financial terms
- A plain English guide to political terms
- A plain English guide to social services

About the National Adult Literacy Agency

The National Adult Literacy Agency (NALA) is a charity committed to making sure people with literacy difficulties can fully take part in society. In Ireland, one in six adults has difficulty understanding basic written text².

Since we were set up by volunteers in 1980, we have been a leading campaigning and lobbying force on adult literacy issues. We have been involved with tutor training, developing teaching materials, distance education services, research and awareness campaigns.

We provide a plain English editing and training service to increase opportunities for people with literacy difficulties to access important information on their rights and entitlements. Plain English benefits all of us, and it is particularly helpful for people with low literacy levels.

About Mason Hayes & Curran

Mason Hayes & Curran is an award-winning business law firm providing strategic and commercial legal advice in Ireland. Key areas of expertise include Mergers and Acquisitions, Securities Law, Tax, Financial Services and Litigation across a range of sectors including energy, healthcare, technology, real estate and banking. One of our key objectives at Mason Hayes & Curran is to ensure that our legal advice is clear and accurate.

We believe in the shared value approach, where the success of both our business and the community in which we operate are connected. As a top Irish law firm, we feel that we can invest in our society and communities through responsible business practices and contributions of our resources.

Our Corporate Social Responsibility (CSR) Programme is led by the CSR Committee which includes representatives from across the firm, including partners, lawyers and professional support staff.

² OECD Adult Skills Survey 2013



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