
What's a plain English editor anyway?

Howard Warner

Plain English People



The Contract

GENERAL TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "TACC" shall mean The Air Conditioning Company Ltd, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from TACC.
- 1.3 "Goods" shall mean:
- 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by TACC to the Customer and
 - 1.3.2 all Goods supplied by TACC to the Customer and
 - 1.3.3 all inventory of the Customer that is supplied by TACC, and
 - 1.3.4 all Goods supplied by TACC and further identified in any invoice issued by TACC to the Customer, which invoices are deemed to be incorporated into and form part of this agreement and
 - 1.3.5 all Goods that are marked as having been supplied by TACC or that are stored by the Customer in a manner that enables them to be identified as having been supplied by TACC, and
 - 1.3.6 all of the Customer's present and after-acquired Goods that TACC has performed work on or in which Goods or materials supplied or financed by TACC have been attached or incorporated.
- 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 Goods shall also mean all Goods, products, services and advice provided by TACC to the Customer and shall include without limitation the supply, installation and maintenance of air conditioning and refrigeration equipment and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods by TACC to the Customer.
- 1.5 Price shall mean the cost of the Goods as agreed between TACC and the Customer and includes all disbursements e.g. charges TACC pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by TACC from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises TACC to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by TACC to any other party.
- 3.2 The Customer authorises TACC to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing a agreed to orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by TACC at the time of the contract.

5. PAYMENT

- 5.1 Payment for Goods and services shall be made in accordance with the payment clause of the proposal or quotation. Progress payments may be required.
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any arrears, disbursements and legal costs incurred by TACC in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees a debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by TACC for Goods:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue.
 - 6.1.2 The quotation shall be exclusive of Goods and services tax unless specifically stated to the contrary.
 - 6.1.3 TACC reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods.

7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 7.1 Title in any Goods supplied by TACC passes to the Customer only when the Customer has made payment in full for all Goods provided by TACC and of all other sums due to TACC by the Customer or any amount whatsoever. Until all sums due to TACC by the Customer have been paid in full, TACC has a security interest in all Goods.
- 7.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with TACC until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of a constituent of any new Goods, title to those new Goods shall remain to be assigned to TACC as security for the full satisfaction by the Customer of the full amount owing between TACC and Customer.
- 7.3 The Customer gives irrevocable authority to TACC to enter any premises occupied by the Customer or on which Goods are situated if any reasonable time after default by the Customer or before default if TACC delivers a default

- or any third party as a result of this action, nor liable in default or in tort or otherwise in any way whatsoever unless to such such liability cannot be excluded, TACC may either retain any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all reasonable charges, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as TACC reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 7.4 Where Goods are retained by TACC pursuant to clause 7.3 the Customer agrees the right to receive notice under s.20 of the Personal Property Securities Act 1999 (PPSA) and to object under s.121 of the PPSA.
- 7.5 The following shall constitute defaults by the Customer:
- 7.5.1 Non payment of any sum by the due date.
 - 7.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 7.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
 - 7.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to TACC remains unpaid.
 - 7.5.5 The Customer is bankrupt or put into liquidation or a receiver is appointed to any of the Customer's assets or a liquidator, receiver or administrator is appointed to any of the Customer's assets.
 - 7.5.6 A Court judgment is entered against the Customer and remains unsatisfied for over 21 days.
 - 7.5.7 Any material adverse change in the financial position of the Customer.

8. SECURITY INTEREST FOR SERVICE PROVIDERS

- 8.1 The Customer gives TACC a security interest in all of the Customer's present and after-acquired property that TACC has performed services on or in or in which Goods or materials supplied or financed by TACC have been attached or incorporated.

9. DISPUTES

- 9.1 No claim relating to Goods will be considered unless made within fourteen (14) days of delivery.

10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1988 and other statutes may imply warranties or conditions or impose obligations upon TACC which cannot be law or which can only to a limited extent be lawfully excluded or modified. In respect of any such implied warranties, conditions or terms imposed on TACC, TACC's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 10.3 TACC shall not be liable for:
- 10.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Goods by TACC to the Customer, including consequential loss, whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by TACC to the Customer and
 - 10.2.2 The Customer shall indemnify TACC against all claims and loss of any kind whatsoever however caused arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of TACC, or otherwise, brought by any person in connection with any matter, act, omission, or error by TACC to agents or employees in connection with the Goods.

11. WARRANTY

- 11.1 Manufacturer's warranty applies where applicable.
- 11.2 Any warranty that TACC provide to the Customer will also form part of these terms and conditions of trade.

12. CONSUMER GUARANTEEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from TACC for the purposes of a business in terms of section 2 and 43 of that Act.

13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 13.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for TACC agreeing to supply Goods and grant credit to the customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to TACC the payment of any and all monies now or hereafter owed by the Customer to TACC and indemnify TACC against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the liability of the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

14. MISCELLANEOUS

- 14.1 TACC shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 14.2 Failure by TACC to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations TACC has under this contract.
- 14.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected.

- (a) such Damage was not due to the negligence or other wrongful act or omission of us or our agents or
- (b) such Damage was solely due to the negligence or other wrongful act or omission of a third party.
- (c) Goods.
- * We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- * Subject to inconsistency with any applicable statute, we shall not be liable for nervous shock, psychiatric or psychological injury, hurt feelings, distress, anguish, grief, anxiety, aggravation or the like, regardless of the cause or the basis of the claim.
- * Our liability for damage to your baggage
- (a) General
- * We will be liable only for Damage occurring during carriage booked on our Airline Designator Code. If we check Baggage on the flight of another Carrier, we only do so as agent for that Carrier. Nevertheless, with respect to Checked Baggage, you may also have a right of action against the first or last carrier.
- * We are not liable for any Damage to your Cabin Baggage unless such Damage is caused by our negligence.
- * We are not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other persons or property, including our property.
- * Except to the extent required by law, we are not liable for Damage to items which you are asked not to include in your Checked Baggage (under 7.4). These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, or passports and other identification documents.
- (b) Australia
- * Where your travel is wholly within Australia and is not International Travel, it is subject to the provisions of the Civil Aviation (Carriers' Liability) Act 1959 as amended for any replacement legislation) or complementary State legislation. As such, our liability for loss or damage is limited to A\$1,600 per Passenger for your Checked Baggage.
- (c) International Travel
- * Where your travel is International Travel and a Convention applies, our liability for Damage to your Checked Baggage is limited by the applicable Convention.
- 14.4 General
- * We are not liable for any Damage arising from our compliance with any laws or government regulations or your failure to comply with the same.
- * These Conditions of Carriage (including any exclusion or limitation of liability) shall apply to and be for the benefit of our Authorised Agents, employees and representatives and agents to the same extent as they apply to us. The total amount that you can recover from us, our Authorised Agents, employees, representatives and agents shall not be more than the total amount of our liability, if any.
- * Except where these Conditions of Carriage provide otherwise, our liability, if any, shall be limited to proven compensatory damages. We shall not in any circumstances be liable for indirect or consequential Damages and in no event shall our obligations exceed any liability specified in these Conditions of Carriage.
- * Nothing in these Conditions of Carriage:
- o except where we say otherwise, gives up any exclusion or limitation of liability by which we are entitled under any laws which may apply, or
 - o gives up any defence available to us under any laws which apply including against any public sector insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger
 - o Liability for breach of condition or warranty. To the extent permitted by law, liability excludes all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the carriage. If the Trade Practices Act 1974 (TPA) or any similar law implies a condition or warranty that cannot be excluded, the liability determined by that law in its absolute discretion.
15. CLAIMS BY YOU
- 15.1 Personal death or injury claims
- If you have a claim for personal injury or death, you or your personal representative should notify us in writing as soon as possible.
- 15.2 Baggage claims
- Any claim for loss of or damage to Checked Baggage or Cabin Baggage must be made in writing within the following timeframes:
- * 3 days in the case of damage to or loss or destruction of part only of an item of Checked Baggage;
 - * 21 days in the case of loss or destruction of the whole of an item of Checked Baggage;
 - * 3 days in the case of damage to or loss or destruction of Cabin Baggage, except for damage to clothing in the cabin which must be reported immediately to cabin crew.
- If you miss these deadlines, you will lose any right to claim.
- 15.3 Other
- * Any incident involving Damage to your clothing worn or taken into the aircraft cabin, must be immediately reported to our cabin crew.
- 15.4 Limitation of claims
- Unless your right to claim for Damages has expired earlier as provided elsewhere in these Conditions of Carriage, you will have no right to claim for Damages if court proceedings are not brought within two years from:
- * the date of your arrival at your destination
 - * the date the aircraft should have arrived, or
 - * the date on which your carriage stopped.
- The method of calculating the period of limitation will be determined by the law of the court where the case is heard but in accordance with the provisions of the applicable law.



What's a plain English editor anyway?

The parking ticket

INFORMATION

1. If you pay the infringement fee(s) (including, if applicable, any towage fees) within 28 days after the issue of this notice, no proceedings in respect of the infringement offence will be taken.
However, if the offence is one to which demerit points apply, demerit points will be recorded against you upon payment of the infringement fee. Payment should be made to the enforcement authority at the address shown in this notice.

NOTE: DEMERIT POINTS ARE RECORDED IN RESPECT OF SOME OFFENCES OTHER THAN SPEEDING OFFENCES.

2. You should write to the enforcement authority if you wish to do any of the following things:
 - (a) Raise a matter concerning the circumstances of the offence for consideration by the enforcement authority; or
 - (b) Deny liability for the offence and request a court hearing; or
 - (c) Admit liability for the offence, but make written submissions to the Court.
3. Each offence identified by a number is a separate infringement offence. You may decide what to do in respect of each alleged offence individually, and may act in the same way in respect of all alleged offences or in different ways in respect of different alleged offences.
4. If it is not clear which alleged offence any payment relates to, your payment may be treated as relating to the alleged offences in the order in which they are set out on the front page of this notice.
5. If you don't do anything when you receive this notice, a reminder notice explaining fully how to defend the charge and containing a statement of your rights will be issued to you.

NOTE: ALL QUERIES AND ALL CORRESPONDENCE REGARDING THIS INFRINGEMENT NOTICE MUST BE DIRECTED TO THE NEW ZEALAND POLICE AT THE ADDRESS SHOWN FOR CORRESPONDENCE. FREEPHONE 0600 105 777.

Officialese

4. If it is not clear which alleged offence any payment relates to, your payment may be treated as related to the alleged offences in the order in which they are set out on the front page of this notice

Lots more words

If the **infringement** fee is paid within twenty-eight (28) days after **issuing** this notice, no **proceedings** in **respect** of the infringement offence will be taken. Payment should be made to the **enforcement** authority located at the address shown **herewith** in this notice.

The brochure

This service gives our clients the flexibility to ramp-up project resources as and when they are needed, whilst growing and retaining their internal capability to an optimal level.

The proposal

“In the following section I have created a checklist that clearly details the areas that I believe you need to ensure you have in place to maximize your chances of producing an extremely successful website.”

What's it saying?

“You need to do these things to make your website work.”

The 'Road Code'

2.8 DRIVER RESPONSIBILITY

Safety belts and child restraints

Safety belts and child restraints protect people by holding them in their seats when there is a crash. If you don't wear a safety belt and you're involved in a crash, you could be thrown out of your vehicle.

Always remember to fasten your safety belt before you drive off.

Who is responsible for wearing them?

It is the responsibility of drivers and passengers aged 15 and over to wear safety belts if they are

fitted. The driver is responsible for making sure that children aged 8 to 14 wear safety belts if they are

fitted. If safety belts are not fitted, children aged 8 to 14 must sit in the back seat.

How to wear a safety belt

Most safety belts are 'retractable'. This means they stretch automatically to the correct length when you fasten them, and 'lock' only if the vehicle stops suddenly.

If your vehicle has a non-retractable safety belt, you will need to adjust its length before you fasten it. There should be just enough room to slide the palm of your hand between

the belt and your chest.

Never put an adult and a child together in the same safety belt, whether it's a retractable or non-retractable belt.

Special exemptions

You don't have to wear a safety belt if you:

- hold a doctor's certificate which says you don't have to wear a safety belt for medical reasons
- are driving and unable to reach the controls (eg, brake,

signals, dip switch etc) with a safety belt on

- are a taxi driver on duty, ie you are 'plying for hire' (your passengers, however, must wear safety belts)
- are a driver or passenger who is getting in and out of the

vehicle a lot to read meters, deliver goods, etc – in these situations, your speed limit is 50km/h

- are reversing and it is difficult to see while wearing a safety belt

Child restraints

Under fives

Children aged under 5 years must be properly restrained in an approved child restraint.

The only exception to this rule is when the children are travelling in a taxi that doesn't have an approved child restraint. In this case, the children must sit in the back seat.

Five–seven year olds

Children aged between 5 and 7 years must use a child restraint if available.

If no child restraint is available, they must use a safety belt. If no safety belt is available, they must sit in the back seat.

IMPORTANT

The driver is responsible for making sure children aged under 15 years wear safety belts or are in approved child restraints.

All passengers over 15 years are responsible for making sure that they are wearing their own safety belts.

Consider the audience

Author and reader may have wildly different:

- reading styles
- understanding of subject
- roles in relationship
- language levels
- cultural norms

Benefits of a plain document

- Conveys important messages
- Good PR for organisation
- Cuts down follow-up
- Saves time
- Saves money
- Sets a good model

PE editors consider:

- Will this be clear to readers?
- Will they understand after ONE reading?
- Is it captivating?
- Will readers read right through?

Clutter comes in many forms

- Structural
- Sentence level
- Word level
- Formatting

Structural level includes:

- Overall length
- Ordering
- Paragraphing
- Lists
- Signposts
- Hierarchy

Sentence level includes:

- Long sentences
- Complex syntax
- Passive syntax

Word level includes:

- Phrases
- Abstract nouns
- Worthy words
- Fuzzwords
- Wrong words
- Jargon

Formatting includes:

- Spacing
- Fonts and typefaces
- Signposts
- Fine type
- Variety

But what does it mean?

“This, though, focuses purely on communications outputs and often has little bearing upon the effect of that communication upon the perceptions of stakeholders.”

Touché!

“Staff are just producing documents, with no concern for what readers might think.”

Why start a group?

- Nothing in NZ for editors or PE practitioners
- Improve public awareness
- Share ideas on craft
- Share technical developments
- Support from like-minded people