LET’S SIMPLIFY LEGAL JARGON

Category: Commercial Law
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Have ever found yourself in a situation where you have to read an agreement and after spending a good amount of time reading the agreement, you realise that you have not understood what you have just read? In the words of Standard Bank, agreements need to be “*Simple, Better, Faster*.” The reality is that people do not have time or the necessary funds to get an attorney to review or simplify their agreements.

While some agreements do need legal expertise, certain agreements such as simple lease agreements between landlords and tenants do not. For example, instead of saying provide a “*domicilium citandi et executandi*”, one could merely say, provide a physical address where all legal documents can be sent to. Whilst most agreements have boiler plate clauses that must be included inserted, there is no need for them to be in *Latin* or to be overly complicated.

The legal profession is slowly moving away from using archaic terms and phrases and moving towards simplifying agreements so that a lay person is able to understand the agreement as a whole. After the implementation of the Consumer Protection Act, No 68 of 2008 (“**the Act**”), the public has become aware of the fact that they have a right to simpler agreements and even the Act itself is written in simple language.

If parliament is moving towards simplifying legislation so that lay people can understand it, the legal fraternity too should be heading in the same direction. The need for both parties to be protected still exists; however, such protection can still be ensured using plain and simple English.