

Introducció a la redacció de contractes en anglès

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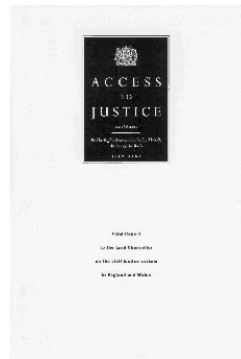
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“Access to Justice”, Final Report by Lord Woolf, 1999



Harry Woolf, Baron Woolf



**Access to
Justice Report**



Tony Blair

The Plain English Campaign

(see www.plainenglish.co.uk)



- ✓ Do not use a complicated style of expression if there is a simple way to express the same information
- ✓ Do not use Latin in English documents unless it is Latin that is so familiar that most people understand it
- ✓ Do not use 'archaic' words, such as 'herewith' and 'hereunder'
- ✓ Do not use very long sentences. A sentence of 25 words is long enough
- ✓ Do not use the passive tense if it is possible to use the active
- ✓ Do not use a long line of words that mean the same thing

Examples

- Do not use a complicated style of expression :

“If there are any points on which you require explanation or further particulars we will be glad to furnish such additional details as may be required by telephone”

It is better to say

“If you have any questions, please phone”

Examples

- Do not use very long sentences:

“If either party wishes to alter, vary, modify or otherwise amend this contract he or she may do so only if said change is agreed in writing and signed by the parties”

It is better to say

“Any change to this agreement must be agreed by the parties in writing”

Examples

- Do not use the passive tense :
 - It has the effect of deadening the impact of the action by burying it in the subsidiary part of the sentence

“A meeting is to be called” vs **“John Smith will call a meeting”**

Positive phrases are easier to follow:

“Clause 2 will apply only if...”

is clearer than

“Clause 2 will not apply unless...”

Prepositions:

From a contract for the sale of good

No terms and conditions put forward _____ the Purchaser ____ conflict with these terms and conditions will be incorporated _____ the Contract unless separately agreed in writing and signed by a director of the Company.

into
by
in

From a contract for the sale of shares

The Seller of the Shares represents and warrants that the Shares are sold free ____ any pre-emptive rights or rights ____ first refusal of any kind.

of
from

From a contract for the sale of goods

This Agreement will be binding _____ the personal or legal representatives, successors ____ title and assigns _____ the Seller and Purchaser.

of
in
upon

Collocations:

Collocation: one of the natural units into which linguistic messages can be analyzed.

1. The Seller will reimburse the Buyer for any additional **costs** _____ in transporting the Goods to the Buyer's premises.

acquired
incurred
gained

2. **Interest** will _____ on any amount unpaid on the Completion Date.

accumulate
increase
accrue

3. The Company will be entitled to terminate the Agreement without notice in the event that the Purchaser commits any **material** _____ of these terms and conditions.

violation
infringement
breach

Boilerplate Clauses

VERY SHORT FORM – GENERAL CONFIDENTIALITY

Neither Party will disclose to any third party details of this agreement without the prior consent of the other.

SHORT FORM – GENERAL CONFIDENTIALITY

The Parties to this agreement will at all times keep confidential information acquired in consequence of this agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

SHORT FORM – CONSULTANCY AGREEMENT

The Consultant will not disclose to any person, firm or company, except to [a partner in the Firm], any information of a confidential nature obtained by him in the course of carrying out (describe work).

Boilerplate Clauses

SIMPLE CONFIDENTIALITY CLAUSE

1 Confidentiality

1.1 Each Party will keep confidential:

(a) the terms of this agreement; and

(b) any and all confidential information that it may acquire in relation to the business or affairs of the other Party.

Neither Party will use the other Party's confidential information for any purpose other than to perform its obligations under this agreement. Each Party will ensure that its officers and employees comply with the provisions of this Clause 1.

1.2 The obligations on a Party set out in Clause 1.1 will not apply to any information which:

(a) is publicly available or becomes publicly available through no act or omission of that Party; or

(b) a Party is required to disclose by order of a court of competent jurisdiction.

1.3 The provisions of this Clause 1 will survive any termination of this agreement for a period of [5] years from termination.

Bibliografía recomendada:

- Legal writing in plain English, de Bryan A. Garner (University of Chicago Press)
- Working with contracts, de Charles M. Fox (Practising Law Institute)
- Drafting and Negotiating Commercial Contracts, de Mark Anderson y Victor Warner (Tottel publishing)
- A-Z Guide to Boilerplate and Commercial Clauses, de Mark Anderson y Victor Warner (Tottel publishing)
- Nutshells: Contract Law, de Robert Duxbury (Sweet & Maxwell)
- Diccionario de Términos Jurídicos, d'Enrique Alcaraz Varó i Brian Hughes (Ariel Derecho)
- LTP Dictionary of Selected Collocations, de Jimmie Hill i Michael Lewis (ed.) (Heinle CENGAGE Learning)
- Black's Law Dictionary, de Bryan A. Garner (Thomson West)
- An Essential A-Z of Business Law, de Catherine Mason i Rosemary Atkins (Cambridge Law Studio, www.camlawstudio.com)