

# Simplifying contracts through language and design: Experiences and challenges

Rob Waller • Jenny Waller

# Contracts and communication effectiveness

- Communication effectiveness is recognised in law for consumer contracts.

# EU Consumer Rights Directive

1. With respect to distance contracts, the trader shall give the information provided for in Article 6(1) or make that information available to the consumer in a way appropriate to the means of distance communication used in **plain and intelligible language**. In so far as that information is provided on a durable medium, it shall be **legible**.

*Article 8, Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights*

# UK Consumer Rights Act 2015

(3) A term is **transparent** for the purposes of this Part if it is expressed in plain and intelligible language and (in the case of a written term) is legible.

(4) A term is **prominent** for the purposes of this section if it is brought to the consumer's attention in such a way that an average consumer would be aware of the term.

(5) In subsection (4) “average consumer” means a consumer who is reasonably well-informed, observant and circumspect.

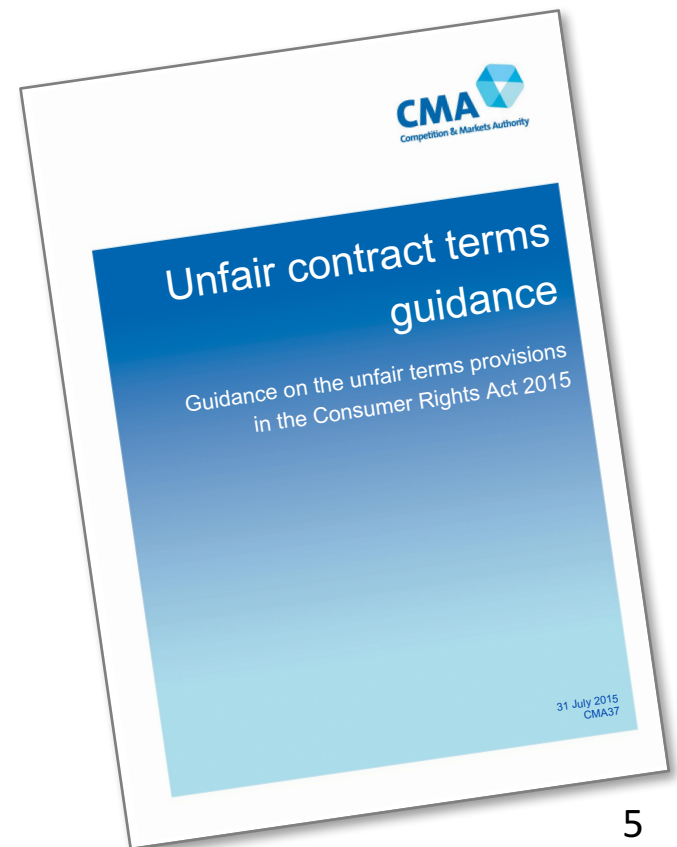
*Section 64*



# “a reasonably well-informed, observant and circumspect” consumer

No ... term is likely to meet the transparency test if it requires ‘some legal mining to bring it to the surface ... the typical consumer is not a miner for these purposes’\*

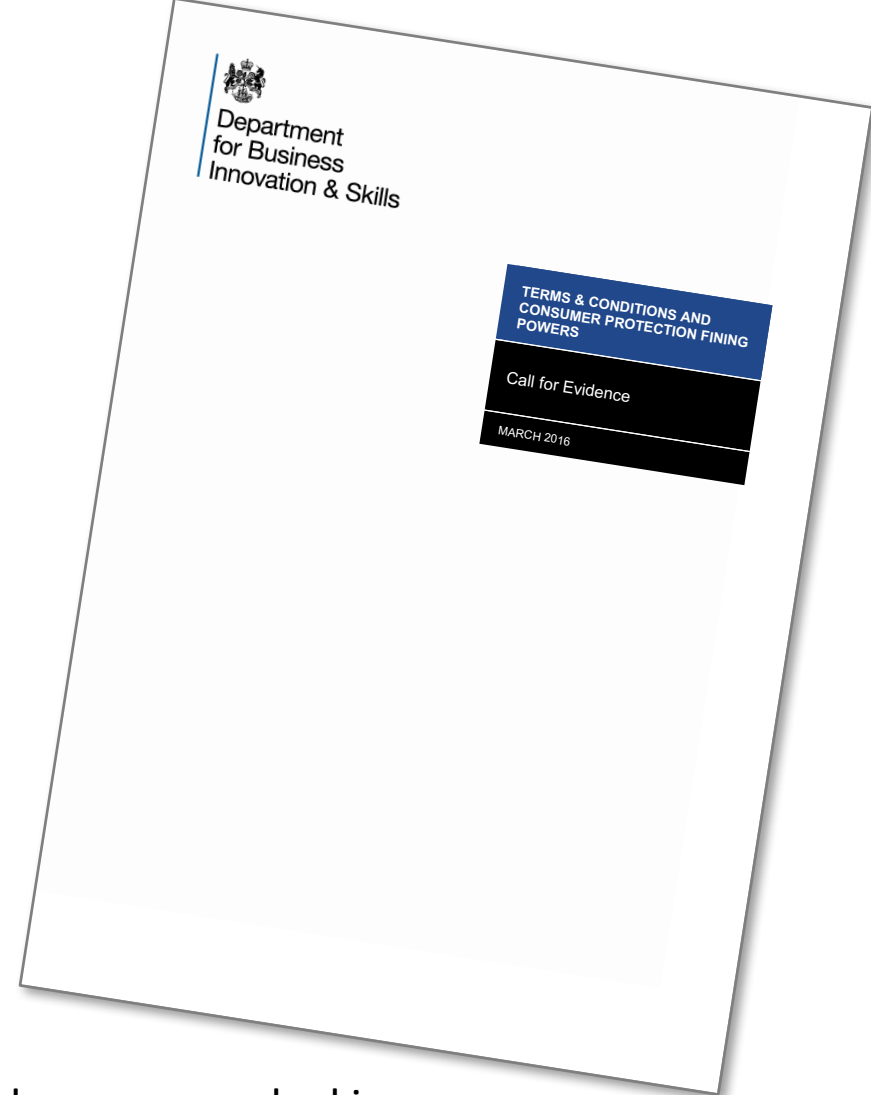
\* See *The Office of Fair Trading v Foxtons Ltd* [2009] EWHC 1681 (Ch), at paragraph 74.



# Innovative solutions



*From optional guidance on EU Directive for digital products*



“...in this call for evidence we are looking for practical ways to make T&Cs more transparent and accessible for customers.”

*Nick Boles, Minister of State for Skills*

# What about business contracts?

- IACCM Contract Design Assessment criteria
  - **Language:** How understandable are the words in your contract?
  - **Design:** Does the design make the contract structure clear and easy to read?
  - **Relationship:** How far does your document go to cultivate a positive relationship among the contracting parties?
  - **Content:** What is your content and is it organized to deliver your document's purpose?
  - **Balance:** Do the terms of your contract generate a sense of collaboration and trust?

# Case study: Oil and Gas Company

- We have been working with an oil and gas company based in Calgary, Canada.
- Where they operate among First Nation communities, they have a commitment to engage with local contractors.
- Their current procurement processes are seen as a barrier.

# Project

- Approach
  - Desk research and analysis
  - Stakeholder interviews within the oil company's staff and among Aboriginal contractors
  - Prototype development.
- Project team:
  - Jenny Waller (consultancy, clear language)
  - Rob Waller (document design)
  - Helena Haapio (preventive law)
  - Gary Crag (procurement management)
  - Sandi Morrisseau (Aboriginal relations)

# The challenge

Formal language:  
'hereby', 'hereto'

Power relations:  
'You must delete',  
'All information is  
confidential'

Inflexible:  
'Comply with all  
requirements',  
'Failure to do so...'

Logo

PROPOSAL REFERENCE: NXC-123456  
TITLE: North Pines Project, Trucking Services

## CONFIDENTIAL AND PROPRIETARY

February 25<sup>th</sup> 2014

### REQUEST FOR PROPOSAL PROPOSAL REFERENCE NO. NXC-123456

#### North Pines Project Trucking Services

Dear Sir or Madam:

Example ULC ("Owner") hereby invites your organization to submit a competitive Proposal for Trucking Services. The proposed form of contract is attached hereto (the "**Contract**") and should be consulted for details of the Services (as such term is defined in the Contract). The Services are to be priced on a reimbursable basis as further described in Exhibit B (Commercial Terms) of the Contract.

Attached to this Invitation Letter are the following documents:

1. Acknowledgement of RFP;
  2. Instructions to Candidates;
  3. Proposal Letter; and
  4. Contract,
- (collectively, the "**RFP**").

Please confirm receipt of this RFP and indicate your intention to Proposal by returning the Acknowledgment of RFP to the undersigned by fax or email within two (2) working days of receipt. If you do not wish to Proposal, you must delete the RFP and fax or email the completed Acknowledgment of RFP indicating your intention not to do so. Your courtesy of formally declining to Proposal is appreciated.

All information contained in this RFP is the confidential and proprietary information of Owner and must be treated as such by your organization and not used for any purpose whatsoever except for assessing whether or not you will Proposal and for preparing your response.

For direction in completing your Proposal, please refer to the Instructions to Bidders and the attached form of Proposal Letter. It is important that you comply with all requirements by completing the documentation as specified and submitting a Proposal in accordance with the RFP. Failure to do so may result in your Proposal not being considered.

Each bidder will be informed as to whether or not its Proposal was successful.

**All Proposals must be received at the address noted in the "Instructions to Candidates" no later than noon (12:00 p.m.) Calgary time on March 11<sup>th</sup> 2014.**

Yours truly,  
**EXAMPLE ULC**

**Lee Patrick**  
General Manager, Contracts

# Complex document set

- 4 or 5 documents, with attachments and appendices
- Focus on contract terms and bidding process – scope buried deep inside the document set.

CONTRACT / TENDER REFERENCE [TENDER REFERENCE]

EXHIBIT B

TO THE SERVICES CONTRACT  
DATED THE DAY OF 20 BETWEEN  
[CONTRACTOR] AND [CONTRACTOR] ULC

COMMERCIAL TERMS

TABLE OF CONTENTS

1.0	DEFINITIONS .....	3
2.0	CONTRACT PRICE .....	3
3.0	COSTS FOR CHANGE IN THE SERVICES .....	4
4.0	INVOICING AND PAYMENT .....	4
5.0	ESCALATION .....	6

ATTACHMENTS

ATTACHMENT B-1	PRICING FOR THE SERVICES
ATTACHMENT B-2	LABOUR RATES
ATTACHMENT B-3	EQUIPMENT RATES

CONTRACT / TENDER REFERENCE [TENDER REFERENCE]

EXHIBIT C

TO THE SERVICES CONTRACT  
DATED THE DAY OF 20 BETWEEN  
[CONTRACTOR] AND NEXEN ENERGY ULC

SCOPE OF SERVICES

Table of Contents

1.0	DESCRIPTION OF THE SERVICES – GENERAL .....	3
2.0	SCOPE OF SERVICES .....	4
3.0	EXCLUSIONS FROM THE SCOPE OF SERVICES .....	4
4.0	CONTRACTOR DRAWINGS, DATA AND CERTIFICATES REQUIREMENTS .....	4

ATTACHMENTS

Attachment C-1	Contract Term, Milestone Schedule and Time for Completion
Attachment C-2	Key Performance Indicators
Attachment C-3	Personnel
Attachment C-4	Approved Subcontractors
Attachment C-5	Technical Specifications and Drawings
Attachment C-6	Contractor Documentation Requirements
Attachment C-7:	Site Overview

CONTRACT / TENDER REFERENCE [TENDER REFERENCE]

INSTRUCTIONS FOR USE

**Note to Contract Administrator:** This Template of Terms and Conditions is to be utilized only if all following criteria are met for contractor / contracted scope. **THESE TERMS OF USE ARE FOR INTERNAL USE ONLY. ARE NOT PART OF THE CONTRACT AND SHOULD NOT BE PROVIDED TO THE CONTRACTOR.**

**Contractor / Scope Template Use Criteria**

agreement for provision of Services (physical, hands on Services as opposed to consulting, technical, or hands-off Services) only, no Goods other than consumables

may be used as a master services agreement

to be used for the provision of Services valued at more than \$250,000 or where the PO/SO is otherwise not an appropriate form (for example, regardless of value, if Services will take place in the live plant or where Services entail greater risks for damage/injury/liability,

not intended for use for Consulting Services or Engineering Services

may NOT be used where a Builders Risk Insurance Policy/OCIP/knock for knock risk regime is in place - consult with legal and Risk Management

Each of the above should be confirmed by either the Proponent or the Contract Administrator (as appropriate).

\*Note that master services agreements are recommended to be used:

for any generally described scopes of work that are repetitive and forecast to be required over an extended period of time (eg. piling, earthworks, NDE inspection)

to facilitate quick contractually binding releases of work scope, even with short notice of the requirement from proponent

can be used for work progressively released on individual projects or used for multiple projects and potential multiple business units

Note also that:

unless issued pursuant to a competitive process, the issuance of a Service Request Document (SRD) under a Master Services Agreement constitutes a sole source award of work and therefore relevant contracting policy requirements (Nexen and JV) must be complied with

and SRD once signed by Nexen and the contractor, becomes a stand-alone contract with a separate builder's lien holdback obligation (if applicable) linked to the work to be performed under that SRD

SERVICES CONTRACT

Re: [TENDER NAME]

Contract No. [TENDER REFERENCE]

# First Nations users: research

- Little history of formal contracting



# Literacies

- General literacy
- Functional literacy
- Financial literacy
- Native literacy
- The impact of cultural crisis on literacy

# General literacy

- Data from government statistics
- 34% of First Nation communities don't complete high school
  - Rising to 50% on reserve
- 31% of First Nations living on reserve have no formal education
  - Hostility to education a result of the residential schools programme
  - 150,000 children forcibly taken away (4,000 died)
  - Ended as recently as 1996
- Recommendation: keep readability levels low
  - Flesch Reading Ease score of 60-70
  - Flesch-Kincaid Grade Level of between 7-8

# Functional literacy

- Literacy “is not about whether people can read a sentence. Instead it is about what adults can measurably do”
- Three measures
  - Prose literacy
  - Document literacy
  - Quantitative literacy

# Functional literacy levels

- Level 3 (of 5) is, according to the OECD “the minimum desirable level to cope adequately with some of the complex demands of everyday life and work”
  - Example: form with under 10 entry fields
- Complex tasks include integrating sources of information or using specialized knowledge.
- 9 million Canadians are below Level 3
  - Expected to rise to 15 million over the next 20 years
- Recommendation: focus on document usability.

# Financial literacy

- “Having the knowledge, skills and confidence to make responsible financial decisions”
- First Nations outside the mainstream financial services
  - Regard them as unwelcoming, intimidating and white
- Problems include:
  - Low numeracy
  - Remoteness and lack of access to services
  - Lack of access to capital.
- Recommendation: offer support to develop capacity.

# Native literacy: The literacy rainbow

Oral skills: speaking, listening, reflecting

Expressive communications: art, music, dance

Literacy in English and/or French

Technology (Computers, phones, banking machines)

Symbols (Dreams, visions, ceremonies)

# The impact of culture on literacy

- History of social and educational deprivation
- History of political tension: broken treaties, residential schools
- Cultural differences
  - Importance of trusted relationships
  - Importance of respect ('chief to chief')
- Different levels of sophistication
  - In developed oil fields, there are sizeable Aboriginal enterprises with 500 + employees
  - In new areas, mostly small firms.



# A culture in crisis





# The impact of crisis

- Problems with understanding and remembering information
- Attention deficits and low concentration
- Cognitive distortions and the tendency to misinterpret
- Heightened emotional responses
- Difficulty in making decisions
- Irrational worries

# How they cope

- “Doing the bids is an overwhelming task. We’ve been doing it for 10 years and we still have to read everything in case something’s missing.” (Aboriginal contractor).
- Strategies for managing this complexity:
  - Ignoring anything they cannot understand.
  - Guessing at meaning based on a perception of what is likely to be normal practice.
  - Paying for expensive expertise such as legal advice.
  - Staying up late and working through it.
  - Giving up and not bidding.
- This points to a dysfunctional relationship between buyer and seller.

# Addressing the challenge

Logo

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Yours truly,  
**EXAMPLE ULC**

**Lee Patrick**  
General Manager, Contracts

Logo

Mr A Supplier  
[Address 1]  
[Address 2]  
[Address 3]

12 February 2016

Dear Mr Supplier

### We need site clearing and trucking services

We need contractors to provide trucking services for our North Pines project. For more details about the work, see page 2, called **About the work**.

You can find out more about working with us at [www.example.com/working-with-us](http://www.example.com/working-with-us).

### Are you interested?

If you are interested in this work, please fax or email us the blue **Let us know** form (page 3) by [date and time].

### What happens next

When we have your reply, we may send you:

- A proposal form, with notes about how to complete it
- A copy of our Terms and Conditions. These are supplied for information purposes only.

We look forward to hearing from you.

*Lee Patrick*

Lee Patrick  
Contracting Manager



**Read about the work:**  
page 2



**Let us know if you  
are interested:** page 3



**Let us know by:**  
12 March 2016  
12 noon

### Any questions?

Phone me direct on  
123 456-7890  
or e-mail:  
[leepat@example.com](mailto:leepat@example.com).

Personalised  
salutation

Clear topic heading

One point at a time

Reciprocal  
language: "We  
need..."  
"Are you  
interested?"

Reduce uncertainty

Icons and colour  
coding: learnings from  
web design

Key date highlighted

Offer of personal  
conversation

Colour coding to differentiate sheets:  
"The orange one"

One topic  
chunked into four  
parts

Decision-  
making support



## More about the work

### The North Pines project

The North Pines project is about building a storage depot plant near North Pines, Alberta.



Map to  
contextualise  
the project

### The site clearing and trucking project

**We need to clear 30 acres of land near North Pines.**

This includes:

Tree-felling

Clearing the ground

Preparing the ground for a storage depot.

### About the work

We welcome expressions of interest from anyone with the right equipment and experience to carry out this work. We especially welcome interest from local contractors who know the land and how to work in this environment.

#### The work may require:

- A team of around 10 people
- Chainsaws and other cutting equipment
- A truck
- A back-hoe.

### Any questions?

Please note that this is just a request for information at present, and this letter is not a tender, and does not commit either you or us to a contract.

If you have any questions please contact me:

Lee Patrick

Phone: 123 456-7890

Fax: 123 456-7891

E-mail: leepat@example.com.

Offer of  
personal help

Colour coding to differentiate sheets: "The blue one"

Prioritise the information that is important now

Clear call to action

Response form to reduce uncertainty about appropriate reply format



## Let us know if you are interested

**Let us know by:**  
12 March 2016  
12 noon

If you are interested in this work, please send this form back to us by 12 noon on 12 March 2016, so that we can send you more information  
Email: [suppliers@example.com](mailto:suppliers@example.com).  
Mail: Procurement, Example ULC, 123 4th Street, Calgary AB AB2 3CD  
Fax: (123) 456-7890

**Are you interested?**

I am interested in project EX-123456:  
Site clearing and trucking services

Signature

Date

**About you**

Contact name:

Company:

Full legal name and jurisdiction

Address

Phone

Fax

Email

**Contacting you**

Would you like us to contact you by

☐ Canada Post ☐ Email ☐ either of these?

**Are you on our supplier list?**

☐ Yes *Please give us your supplier number*  
☐ No *We will write to you with more information*

Acknowledges there may be channel problems

# The contract documentation

CONTRACT / TENDER REFERENCE [TENDER REFERENCE]

Request Document, or within thirty (30) days following the performance of the Services, as applicable. Owner and Contractor agree that Owner shall not be required to accept, evaluate or pay Contractor for any Services performed by Contractor if such costs are not invoiced to Owner within ninety (90) days after such performance.

- 6.2.3 Owner shall pay to Contractor, within the payment period specified in Exhibit B, the amount of any undisputed invoice rendered pursuant to Clause 6.2.1 hereof, subject to amounts withheld pursuant to Applicable Laws or this Contract. In the event that Contractor fails to provide the monthly health, safety and environment and performance report required pursuant to Clause 3.7.2 hereof, Owner shall withhold payment of any invoice until such time as same is received from Contractor.
- 6.2.4 In the event that any invoiced amounts are in dispute, Owner shall return such invoice to Contractor and Contractor shall re-issue to Owner an invoice for the undisputed amount. Payment made by Owner hereunder shall not be deemed to constitute acceptance by Owner of the Services any part(s) thereof. No invoice shall include gross up amounts in respect of any amounts withheld pursuant to Applicable Laws or this Contract, and Contractor shall ensure that such "no gross-up" clause is included in any contract between Contractor and any Subcontractor in respect of such Services. Non-payment by Owner of any amount in dispute shall not alleviate or modify in any respect Contractor's obligations to perform the Services required by and in accordance with this Contract.
- 6.2.5 All invoices submitted by Contractor to Owner shall conform to the requirements of Applicable Laws for tax invoice requirements including the inclusion of Contractor's GST registration number and the information referenced in Clause 6.2.1 hereof.
- 6.2.6 Contractor shall separately identify on each invoice the following items:
- (a) the GST amount; and
  - (b) if applicable, the amounts for any Services provided that are subject to PST.
- 6.2.7 If Contractor is or becomes a non-resident of Canada for the purposes of the Income Tax Act (Canada), all invoices shall contain the information necessary or required for Owner to satisfy its obligations pursuant to Clause 7.5 hereof.

## 6.3 Right to Set-Off

Notwithstanding any other term or provision in this Contract, Owner shall be entitled to deduct from any amounts due or owing by Owner to Contractor in connection with this Contract, or any other contract between Contractor and Owner, any and all amounts owed by Contractor to Owner.

CONTRACT / TENDER REFERENCE [TENDER REFERENCE]

Equipment or replace such Equipment with comparable equipment as soon as possible and, in any event, within ten (10) days of such Equipment becoming inoperative, damaged, stolen or lost.

- 4.3.2 If Owner determines and gives notice to Contractor that any repair of the Equipment is substandard, Contractor shall, at its sole cost, risk and expense, further repair or replace such Equipment with comparable equipment as soon as possible and, in any event, within ten (10) days of receipt of such notice. Owner shall not be obligated to reimburse Contractor for the mobilization or demobilization of any rejected or replaced Equipment.
- 4.3.3 No standby charges or any other charges shall be payable for any of the Equipment while inoperative, damaged, stolen, lost or otherwise unavailable to Contractor or Owner.

## ARTICLE 5 - PERSONNEL

### 5.1 Provision of Personnel

Contractor shall provide, at its sole cost and expense, all Personnel required to perform the Services in a timely manner, equipped with all tools, supplies, Equipment and Consumables necessary to perform the Services. If specific Personnel or numbers of Personnel are specified in Exhibit C, Contractor shall not change such Personnel or numbers without the prior written consent of Owner. Contractor shall be responsible for the control and direction of the Personnel and shall maintain adequate discipline, good order and proper respect for local customs and cultures by and among its Personnel. Contractor Representative shall supervise and instruct Personnel and ensure they properly perform the Services required.

### 5.2 Condition of Personnel

- 5.2.1 Contractor shall ensure that its Personnel are duly qualified, competent, skilled, experienced and proficient in their respective capacities, and shall cause its Personnel to utilize professional skill, diligence and care to ensure that all Services are properly completed on schedule and to the satisfaction of Owner. Contractor shall provide, at its sole cost and expense, any and all training which may be required by its Personnel to properly and competently perform the Services.
- 5.2.2 Owner may, in its sole and absolute discretion, provide training for certain certifications if it determines that any of the Personnel lack the appropriate qualifications to perform the Services. Contractor shall be responsible, and shall reimburse Owner, for the cost of any such training and shall not charge Owner for Personnel's attendance at such training.
- 5.2.3 All Personnel shall be able to communicate, both in writing and orally, in the English language. Owner reserves the right to approve all Personnel before such Personnel commence providing Services under this Contract.

# From legal text to user guides

## Exhibit B

B 1.0 Definitions

B 2.0 Contract price

B 3.0 Changes

B 4.0 Invoicing and payment

B 5.0 Escalation

B-1 Pricing

B-2 Personnel rates

B-3 Equipment rates

## Exhibit C

C 1.0 Description of services

C 2.0 Scope of services

C 3.0 Exclusions from scope

C 4.0 Contractor drawings, etc

C-1 Contract term, schedule etc

C-2 Key Performance Indicators

C-3 Personnel

C-4 Approved subcontractors

C-5 Technical specifications etc

C-6 Contractor documentation

C-7 Site overview

## Exhibit D

Equipment and owner items

## Possible new RFP document set

Guide to Invoicing (generic)

About your company: prequalification form if needed

Guide to Pricing (generic)

Signature page + Exhibit A

Requirements: scope + form (bespoke)

Generic guides:  
How we work: our integrity guide for suppliers  
Relevant health and safety guides

Guide to Project Management and Reporting (generic + bespoke)



# Guide to invoicing

- Icons
- Timelines
- Focus on key questions: when? where? how?

## Guide to invoicing

Logo

### Where to send your invoices

- ✉ Send your invoices to:  
Example ULC, Attention: Accounts Payable,  
Box 1234, Station X, Calgary, Alberta A1B 2C3
- 🚚 **Courier delivery:** 123 4th Ave, Calgary, Alberta A1B 2P3.
- 📧 You can also use **e-invoicing** for faster payment.  
To register, contact us at [e-invoice@example.com](mailto:e-invoice@example.com)

### When to invoice



Invoice us at the end of each month.

Make sure you invoice us regularly, and within 60 days of delivering the goods or completing the services.

Include **all the goods provided or services completed during the period.**

### When we will pay

We aim to pay you 30 days after we have received your invoice, so long as it has the correct information and back-up documentation.

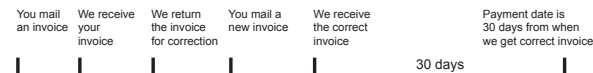
- 📄 Remember: you must back up your invoice with documents that prove the goods or services were delivered, to avoid payment being delayed or even refused.



### Rejected invoices



If your invoice does not have the correct information, we will have to return it to you. The 30 days payment term will then start from when we receive your corrected invoice.



### How we pay you



We prefer to pay you by direct deposit.

To enrol for this, please call us on (123) 456-7890 or email us at [vendor-banking@example.com](mailto:vendor-banking@example.com)

# Guide to invoicing

- Document template, to make invoicing requirements more concrete.

## Any problems?



**Questions about invoice coding** or to get your PO number: call the ExampleCo representative who requested the goods or service.

**Changes to your Vendor Information:** (such as your legal name, contact names, address, bank). Call Accounts Payable Customer Services on (123) 456-7890.

**Past due invoices:** Call Accounts Payable Customer Services on (123) 456-7890.

## Invoice template

Below is an example invoice showing the information required for a correct invoice. See the notes that follow it.

Your invoice does not have to look exactly like this, but must contain the same information.

You can download a template from [www.example.com/templates](http://www.example.com/templates).

Use the full name of the ExampleCo entity you are working for – as it appears on your contract.

List everything you are invoicing for. Include item numbers to link the invoice to the Supporting Information sheet.

Provide your GST/HST and/or PST registration number(s).

You only need this information if some of the work was done outside Canada.

<b>Your Company</b>		Your Company Name Your address line 1 Your address line 2 Post code Tel: 012 345 6789 email: accounts@yourcompany.ca	
Example Energy ULC (insert division) Attention: Accounts Payable Box 2727, Station M Calgary, Alberta T2P 5C1		<b>INVOICE</b>	
		Our invoice number 12345 Invoice date 31 October 2015 Example company code 123 Example contract number 123456 Example PO number 12345678 Example cost centre code 123 Example cost element 123 Example reviewer name A. Jones Invoice currency Canadian Dollars	
Item number	Description	Amount	
1	A200 widgets	30,000.00	
2	Site engineer	3,740.00	
	Subtotal	33,740.00	
	GST 5%	1,687.00	
	<b>TOTAL</b>	<b>\$35,427.00</b>	
Terms of business: 30 days from receipt of this invoice. Our GST number: 123456789. 20% of these services were carried out outside Canada.			
Contractor's signature	I certify that: • the services listed in this invoice are complete. • the invoice is correct. • no other invoice has been issued for these services.	Signed Name Position in company	

Please give full contact information in case we need to call you.

Call your ExampleCo representative if you need more information such as Purchase Order (PO) number, or company code.

This information is only needed for non-PO or blanket order invoices

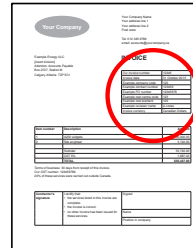
Show the GST/HST and/or PST you are charging on separate lines. Include it even if it is zero. Don't include any sales tax that you have paid to your suppliers.

Please sign each invoice.

# Guide to invoicing

- Checklist for key information required on invoices.

## Reference information to put on your invoice

A sample invoice form with a red circle highlighting the 'Your Company' section at the top right. The form includes fields for 'Your Company', 'Invoice Number', 'Invoice Date', 'Invoice To', 'Invoice From', 'Invoice Description', 'Invoice Amount', and 'Invoice Status'. The 'Your Company' section is circled in red.

- ☒ Your company name and address.
- ☒ A clear heading saying 'INVOICE'.
- ☒ A unique invoice number that you have not used for any other invoices.
- ☒ Invoice date.
- ☒ The ExampleCo company code.  
*You will find the company code on your Purchase Order.*
- ☒ Your ExampleCo contract number, if you have one.  
*[note here about where to find it].*
- ☒ Your ExampleCo Purchase Order (PO) number and associated line item numbers.  
*Only include one PO number per invoice.*  
*If you have more than one PO, you need to send us a separate invoice for each one.*
- ☐ For non-PO or blanket order invoices only:
  - ExampleCo cost centre code.
  - ExampleCo cost element.
  - ExampleCo invoice contact name.*You will find this information on your Contract documentation, or call your ExampleCo Representative.*
- ☒ Invoice currency.  
*This must match the currency on your Purchase Order or Contract.*

## GST/HST or PST

**If you are invoicing for expenses or subcontractors** (whether at cost or with a mark-up), do not include GST paid by you to any suppliers or subcontractors.

**If the services are GST or PST zero-rated or exempt**, supply documentation to support this. Include GST and PST as zero dollars (\$0) amounts on the invoice.

**Note:** Other than the GST/HST or PST which you are required to charge on the invoice, you or your subcontractors are solely responsible for paying any other taxes, duties and similar amounts assessed by government, and for all filing requirements.

If you are a non-resident of Canada for Canadian income tax purposes, you must identify in each province the amount payable for services rendered or performed in Canada, excluding related expenses.

# Guide to Pricing

- Explains clearly what to include.
- Spells out contractual issues clearly.

## 3. Personnel rates



### What are Personnel rates

Personnel rates include all the costs that come with employing people:

- Wages.
- Payroll Burden amounts (extra costs of employing people, defined further below).
- Overheads, such as tools of the trade, office consumables and support, etc.
- For non-local workforce, living allowances, travel time, room and board (unless provided by us).
- Profit.

### How to tell us your Personnel rates?

The Request for Proposals may include a table like this one

What are your Personnel rates?	Labour rate per hour	\$
	Travel time rate per hour	\$
	Subsistence (meals and lodging) per day	\$

## More information about Personnel rates

### Subsistence payments

We will normally provide camp accommodation for your Personnel. If we do not, then the Subsistence rate, if agreed by ExampleCo, will apply.

### Travel time

**Non-local workforce:** You can charge for travel time if the journey between the camp and the Site is more than 60 minutes per day. You can charge for rotational travel between their home and the Site.

**Local workforce:** You can charge 1 hour travel time between their home and the site, for Personnel who live locally and are not staying in our camp.

If there is a collective union agreement that covers travel allowances, you can include the cost in your rates.

### If there is a delay

If there is a delay, you will be entitled to payment for 2 hours per person who is working on the Site. In the case of Contract Supervisor this payment will be for 4 hours.

If work is stopped within two hours of the start of a shift, you will be paid for 4 hours per person.

### Trainees

You may engage trainees so long as they are properly supervised and the time schedule is not affected.

# Guide to reporting

- Various reporting requirements are scattered through the contract.
- This guide pulls them together into one place to make compliance easier.
- Templates for key reports to be provided.



## 1. Regular reports you need to send

---

### Monthly Progress Report

Send the Owner's Representative a progress report at the end of every month. It should cover:

Progress with the job (what has been done).

Safety update:

- Hours worked
- Notable events
- Actions taken
- Status updates on any outstanding actions from earlier reports.

This report is covered by sections 3.7.1 and 4.11.1 of the Contract General Terms and Conditions.

*Use our Monthly Progress Report template to ensure you structure the information in the way we need it. You can get it from [www.where?.com]*

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### Annual Payroll Burden Statement

Payroll Burden means staff benefits you pay for on top of salary (see the Guide to Pricing for more information).

At the end of the year, or within 15 days of a Contract ending, send us a Payroll Burden Statement. *Use our Payroll Burden Statement template to ensure you structure the information in the way we need it. You can get it from [www.where?.com].*

The statement should cover:

#### **Payroll Burden (other than Statutory Payroll Burden):**

- Total for all employees
- The actual value paid
- The amount of any overpayment we have made in respect of Payroll Burden.

#### **Statutory Payroll Burden:**

- Date on which each employee reached maximum premiums CPP and EI. *You can find out more about this on the Canada Revenue Agency website.*
  - Person-hours billed.
  - Amount of any overpayment we have made.
- 

### GST report

When GST is due, we will provide each other with the documents we need to claim any tax credits or rebates we may be allowed.

---

# Requirement Document

Icon indicates a document to be submitted

- Modular to suit different contract types
- Structured partly as a form: bidder responds on the document with prices, confirmation of understandings.

Confirmations of compliance or understanding.

## Your project proposal

*[Use in cases where Nexen expects the supplier to plan and manage an entire project].*



Provide a Project Proposal explaining how you will do the work, and demonstrating your understanding of the work, and any potential constraints resulting from site conditions, permit requirements, etc.

Include:

### Work execution plan

*[content as appropriate - this is from one sample we were provided with]*

Write a plan of how and when you would perform the work. Your proposal should demonstrate your complete understanding of the work, site conditions, activities by others, permitting and testing requirements and any anticipated schedule or productivity constraints, including:

- the stages in which the work will be undertaken, including the proposed staging of tests and inspections;
- the preliminary work proposed to be completed prior to the arrival of any Nexen supplied material;
- a project management graph showing all significant milestones involved in the work, and demonstrates that the work will be completed by the specified completion date; and

### Prior experience

List your previous work within the past five years, whether completed or not, which is similar in scope and magnitude to the work, in the following format:

- year of work;
- project Name;
- location;
- owner;
- value; and
- owner's representatives and contact number

### Space and laydown requirements

Tell us about your proposed space requirements for work and laydown areas.

### Camp requirements

Tell us the total number of camp days you propose to use, and a schedule indicating the total number of camp days you would require at any given time during the performance of the work.

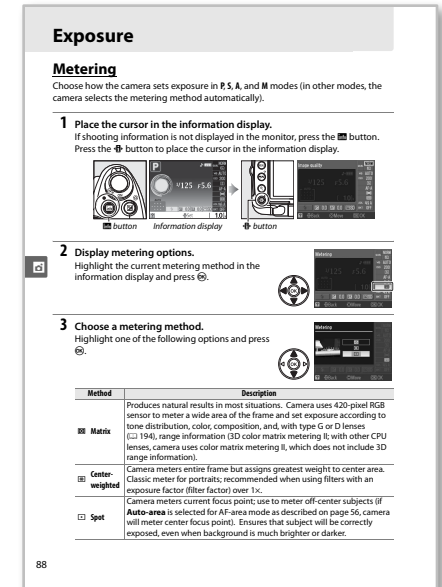
### Check the box

☐ I have enclosed a Project Proposal document with my response to this Request for Proposals.

# Principles for clear language and design

# User guides: prototypical information genre

- Strong navigation
- Graphic structuring
- Layout that supports action
  - Switching between text and task
  - Illustrations of task
- Organised around user journey
  - Set-up
  - Regular use
  - Troubleshooting





# Typical user guide

Grey tab for section start

Clear, hierarchical headings

Picture sequence

Navigation icons at side of page

Dial position diagram

Numbered steps

Matrix

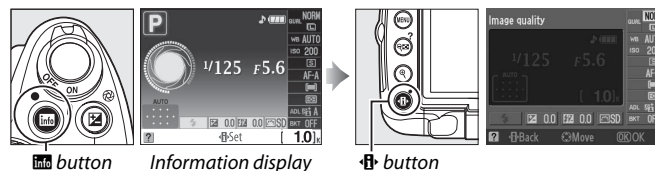
## Exposure

### Metering

Choose how the camera sets exposure in **P**, **S**, **A**, and **M** modes (in other modes, the camera selects the metering method automatically).

#### 1 Place the cursor in the information display.

If shooting information is not displayed in the monitor, press the **Info** button. Press the **Info** button to place the cursor in the information display.



#### 2 Display metering options.




Highlight the current metering method in the information display and press **OK**.



#### 3 Choose a metering method.

Highlight one of the following options and press **OK**.



Method	Description
 <b>Matrix</b>	Produces natural results in most situations. Camera uses 420-pixel RGB sensor to meter a wide area of the frame and set exposure according to tone distribution, color, composition, and, with type G or D lenses (□ 194), range information (3D color matrix metering II; with other CPU lenses, camera uses color matrix metering II, which does not include 3D range information).
 <b>Center-weighted</b>	Camera meters entire frame but assigns greatest weight to center area. Classic meter for portraits; recommended when using filters with an exposure factor (filter factor) over 1×.
 <b>Spot</b>	Camera meters current focus point; use to meter off-center subjects (if <b>Auto-area</b> is selected for AF-area mode as described on page 56, camera will meter center focus point). Ensures that subject will be correctly exposed, even when background is much brighter or darker.

# Principles for clear language

- Plain English
    - Common words
    - Short sentences
    - Active constructions
    - Personal pronouns ('we', 'you')
  - Beyond plain English: things to avoid, based on cognitive science
    - Overestimating your audience's knowledge
    - Overestimating your audience's cognitive capacity
    - Going against natural English language structures
    - Failure to engage
- (Pinker 2014)

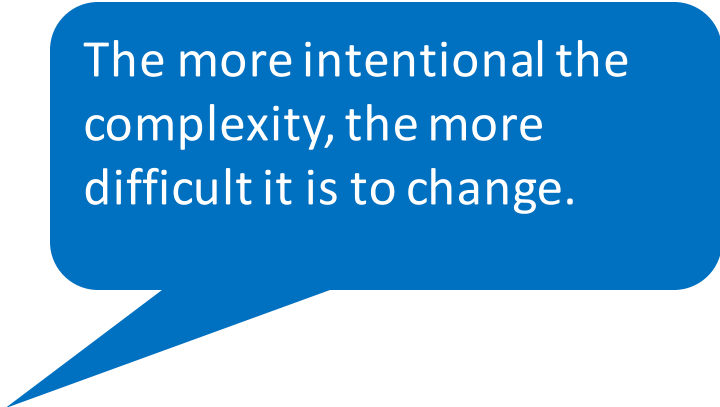
# Barriers to simplification

# Accidental reasons

- Memories from early education
  - “I thought you weren’t supposed to...”
- Legacy
  - “We’ve always done it this way”
- Professional limitations
  - “It’s the best I can do in the time”

# Intentional reasons

- Professionalism
  - “This is precisely what it means – alternatives are not as accurate”
- The intelligent reader defense
  - “Our audience is educated – this is appropriate”
- Assumptions about “dumbing down”
  - Complex is good: clear is for dummies
- The intrinsic complexity argument
  - “The ideas are just...difficult”



The more intentional the complexity, the more difficult it is to change.

# Conclusions

- First Nations audience focused us on clear communications, but applicability much wider
- Tried and tested solutions from user-centred information types
- Most objections to simplification are predictable, and there are well-argued responses available.
- Important issues we have not covered:
  - Consultancy tools we used: user journeys, document flows
  - The need for professional skills in document design
  - Organisational issues of buy in across departments.

# Thanks!

- [www.simplificationcentre.org.uk](http://www.simplificationcentre.org.uk)