

Simple action 4

Terms and conditions: our response to the government's consultation

The Simplification Centre is a registered charity established to campaign for and demonstrate clearer information.

Our Simple Actions bring together volunteer designers and writers to tackle communication problems no one appears to own.

The idea is to demonstrate how much better things can be, and to provide models of good practice.

This Simple Action day was held in London, 13 April 2016, and attended by Julia Castillo, Jess Fowler, Pat Kahn, Simon Letherland, Ruth Miller, Conrad Taylor, Adam Waldron and Rob Waller. Comments were also contributed online by Bence Csernak, Mark McArthur-Christie, and Nick Parker.

We submitted our response in April 2016, but as of June 2017 no official reaction has yet been published. We have sought clarification from Department for Business, Energy & Industrial Strategy and will comment on our website when the government eventually reports back on the consultation.

A new Consumer Rights Act (CRA) came into force in October 2015. One notable provision is that it acknowledges the problem of small print.

Two key concepts in the Act are transparency and prominence:

'(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.'

While plain language has been mandated for some years, we believe this is the first time that legibility and prominence have been included in regulations about terms and conditions (T&Cs).

To explore what this means in practical terms, the Department for Business, Innovation and Skills issued a Call for Evidence¹ in March 2016, among other things consulting about four practical measures they suggest as a way for businesses to respond to the CRA.

We organised a Simple Action day to develop our response.

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¹ <https://www.gov.uk/government/consultations/improving-terms-and-conditions>

Terms & conditions and consumer protection fining powers: Call for evidence

Response from the Simplification Centre, 25 April 2016 to the Department of Business Innovation and Skills (BIS) call for evidence on ways to make terms and conditions more accessible.

BIS has since been renamed the Department for Business, Energy & Industrial Strategy

Our response to the 'four practical measures'

The Simplification Centre is a registered charity which exists to challenge inequalities that arise from difficult information. We have a network of volunteers, mostly professional information writers and designers (and students in relevant subjects), who give their time to develop better ways of communicating complex information for the public benefit (many of whom have contributed to this response).

We welcome the current efforts of BIS to address the problems of unclear Terms and Conditions. In responding to your Call for Evidence we have focused particularly on your appeal for specific views on four practical measures described in your Executive Summary (p5).

- Building on the requirements of the Consumer Rights Act (CRA) for price and subject matter terms to be prominent and transparent so that it is easier to make comparisons between the T&Cs offered by different suppliers.
- Putting key facts together bold and up front (e.g. on two pages).
- Making T&Cs more navigable, by grouping certain terms under clear headings. More specifically, creating themes in T&Cs so that the material that is required by law or regulators is distinguishable from terms that are at the discretion of the parties, or where T&Cs go beyond minimum requirements.
- Encouraging business to enable and support consumers to actively engage with T&Cs. For example, working to reduce the length and complexity of T&Cs to make it more likely that T&Cs have been read and understood by consumers, boosting the confidence of both parties in the agreement.'

We first react specifically to these four issues, then we move on to some more general remarks about design processes and solutions which we hope will contribute usefully to the discussion.

Making comparisons easier

- Building on the requirements of the Consumer Rights Act (CRA) for price and subject matter terms to be prominent and transparent so that it is easier to make comparisons between the T&Cs offered by different suppliers.'

We broadly support this aim, but point out that prominence and transparency alone do not make comparison easy. For example, the Summary Box provided under the Consumer Credit Act is designed to make comparison easy, but it fails in this aim because of inconsistent and often poor execution. Inconsistency is perhaps

inevitable because each brand uses a different font and layout, and the boxes are also very text heavy. By contrast, nutrition labelling and energy efficiency labelling are both standardised and succinct, and so easier to compare. Below are two examples: the US Environmental Protection Agency fuel efficiency label for cars and the EU tyre label.

Information for quick comparison would, we believe, have to be at this level of consistency and simplicity.

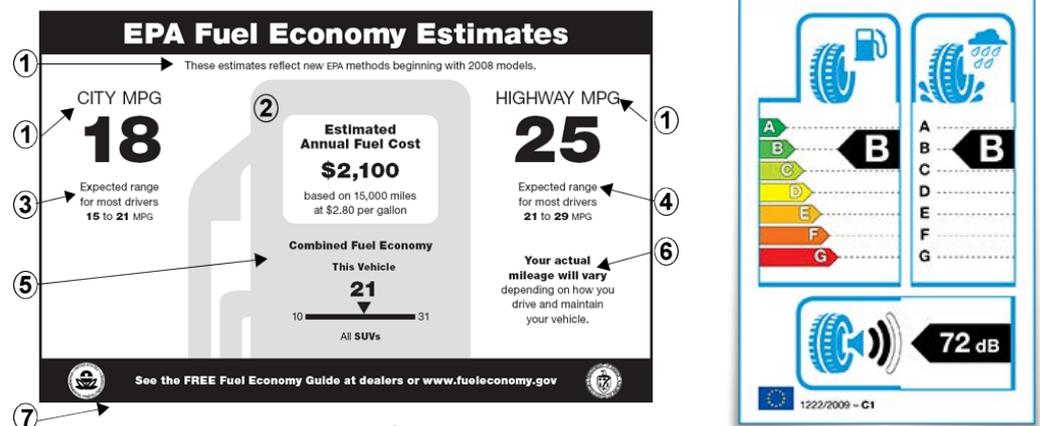


Figure 1.
 Left: the US Environmental Protection Agency fuel efficiency label for cars.
 Right: the EU tyre label.

Key facts in bold

- ‘Putting key facts together bold and up front (e.g. on two pages).’

We support the sentiment behind this idea – to make it easy for consumers to read the most important information. However, we would not recommend that such a specific single solution is insisted upon.

Instead we suggest that you specify desirable outcomes (and ways of assessing if they have been achieved) but leave the methods more open to innovative and creative solutions.

Better navigation

- ‘Making T&Cs more navigable, by grouping certain terms under clear headings. More specifically, creating themes in T&Cs so that the material that is required by law or regulators is distinguishable from terms that are at the discretion of the parties, or where T&Cs go beyond minimum requirements.’

We strongly support your call for better navigation, which is key to strategic reading – that is, reading purposefully to answer questions, compare information, and explore scenarios.

We also support making distinctions between regulated content

(presumably identical in effect if not wording) and discretionary content (which is where service offerings potentially compete on their business terms).

Encouraging active engagement

- Encouraging business to enable and support consumers to actively engage with T&Cs. For example, working to reduce the length and complexity of T&Cs to make it more likely that T&Cs have been read and understood by consumers, boosting the confidence of both parties in the agreement.’

We also support this concept. In practice we believe it means making a distinction between T&Cs which consumers genuinely need to understand, and others of a legal and technical nature which will have little likely impact on them. Forcing them to consider the more obscure terms just imposes extra cognitive load. Below we raise the idea of risk assessment to arrive at such a distinction.

Clarifying the implications of the Consumer Rights Act 2015 (CRA)

Moving on to our more general comments, we believe it would be helpful to clarify in a practical way how the CRA’s concepts of transparency and prominence should be interpreted.

Section 68 of the CRA states that

‘(1) A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent. (2) A consumer notice is transparent for the purposes of subsection (1) if it is expressed in plain and intelligible language and it is legible.’

Plain and intelligible language

The cause of plain language has been well argued over the last few decades by a number of agencies and campaigning groups. They have met with considerable success although vigilance is still needed, particularly in the case of more specialist products and small suppliers (and in the case of digital products which are often purchased from US suppliers.)¹

While the fight for plain English continues, we see the battleground moving increasingly to the issues of legibility and design – and this is reflected in the focus of your Call for Evidence.

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¹ UK consumers find themselves ‘agreeing’ to T&Cs under US law for much of the software they buy. One of our group, Nick Parker, has published an Open Letter to Apple which addresses this point. *Small print is broken: an open letter to Apple*, accessible at www.nickparker.co.uk.

Exploring legibility standards for T&Cs

At the end of this report we reproduce a post from our blog, exploring the effect on document length of printing T&Cs legibly.

Legibility

Personal experiences reported by our team show that, however clear the language, many organisations continue to supply T&Cs in barely legible print. Supplying illegible print amounts to not supplying it at all. We suggest that more definitive guidance is given about minimum legibility requirements.

The most thorough recent review of typographic research and practice¹ concludes that a 1.4 mm x-height² should be regarded as a minimum (roughly equivalent to 8pt in a font such as Arial). Information that is smaller than that should be regarded as inadequately legible and the content therefore regarded as unsaid – unavailable to consumers and uncommunicated.

The RNIB's *See It Right* guidelines call for considerably larger type (11pt Arial), and this raises the issue of how the Equality Act should be applied to the small print. Some of the most vulnerable sections of society (the elderly, and those with poor literacy) generally require larger type sizes.

Duty of care

The CRA speaks of the 'average consumer', meaning 'a consumer who is reasonably well-informed, observant and circumspect.' But as your Call for Evidence points out, our standards of observance and circumspection are easily affected by stress and cognitive biases. Moreover, functional literacy is a significant problem in our society – that is, the ability to use complex documents and to cope with quantitative information. And many people also have poor financial literacy.

So we were interested to note in the Competition and Markets Authority (CMA) guidance³ on the CRA that:

‘To meet the section 68 requirement of transparency ... obligations and rights should be set out fully, and in a way that is not only comprehensible but puts the consumer into a position where he or she can understand their practical significance.’ (p19).

This view from the CMA implies a duty of care to provide much fuller explanations than is traditional in T&Cs – for example, explanations, exemplars, flowcharts and other aids to comprehension. A number of

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1 Legge, G. E., & Bigelow, C. A. (2011). Does print size matter for reading? A review of findings from vision science and typography. *Journal of Vision*, 11(5), 1–22.

2 x-height refers to the height of a lower-case x.

3 Consumer & Markets Authority (2015) *Unfair contract terms guidance: Guidance on the unfair terms provisions in the Consumer Rights Act 2015*. CMA 37.

financial services companies do provide financial education materials (including videos) but we have not found one directly related to the terms and conditions of products.

Risk assessment: preventing cognitive accidents

We would like to see the concept of duty of care more formally recognised, rather than just implied. One effective way to help companies manage such a duty would be a formal risk assessment process for T&Cs, similar to the health and safety risk assessments which all organisations are familiar with.

A health and safety risk assessment searches out physical risks, assesses their probable frequency and seriousness, and recommends mitigating measures that should be taken. Steep steps, for example, might acquire warning signs, handrails, hi-viz edges and non-slip coatings.

A risk assessment of T&Cs would similarly search out potential ‘cognitive accidents’, and distinguish between:

- information that is also covered by general law or consumer protection legislation, so does not need to be restated.
- a low risk/low impact event (an example might be a change of address, or company reorganisation that results in the transfer of a consumer’s otherwise unchanged contract).
- a high risk/high impact event such as a major service failure, or an unexpected exit fee.

The risk level would then be flagged up to consumers, or used to identify something as a key fact (indeed, this term itself implies some kind of assessment). The need to mitigate risks would demand higher standards of presentation for consumer information. We look forward to a time when where professional copywriters and usability specialists are as influential as lawyers in the process of drafting T&Cs.

Information design processes

As a response to your Call for Evidence, risk assessment is a process measure rather than a simple design solution (such as, for example, bold type). Professional information designers and user experience (UX) designers use a range of well-documented processes to arrive at their solutions. These include:

- **Use cases:** identifying typical users and uses of products in order to design appropriate routes through information.
- **User journeys:** these analyse the changing information needs experienced at different stages.
- **Thematic analysis:** information architecture (the overall structure) may reflect major themes as well as user types and their journeys. Thematic analysis is mentioned in your executive summary (p5 of the Call for Evidence) and we welcome this.
- **Risk assessment:** already described – information is prioritised according to a formal risk assessment that acknowledges the risks of misunderstanding, and seeks to mitigate it.
- **Co-designing:** the processes mentioned above can be carried out in cooperation with users themselves, who then also contribute to the co-designing of solutions. Online T&Cs could be linked to consumer comments and questions, which might feed into future versions.
- **Testing:** there is a long tradition of the testing both to refine ideas, and to demonstrate that typical consumers can successfully use and understand the information. This is already built into regulations for medicines labelling and a recent report for the FCA includes a thorough review of alternative testing methodologies¹

Companies who can demonstrate the use of best-practice processes would reduce their risk of providing poor or uncompliant T&Cs.

Design patterns and principles

Earlier we remarked that while we support the motive for your bold type solution, a wider range of design options should be considered. We list some of them below:

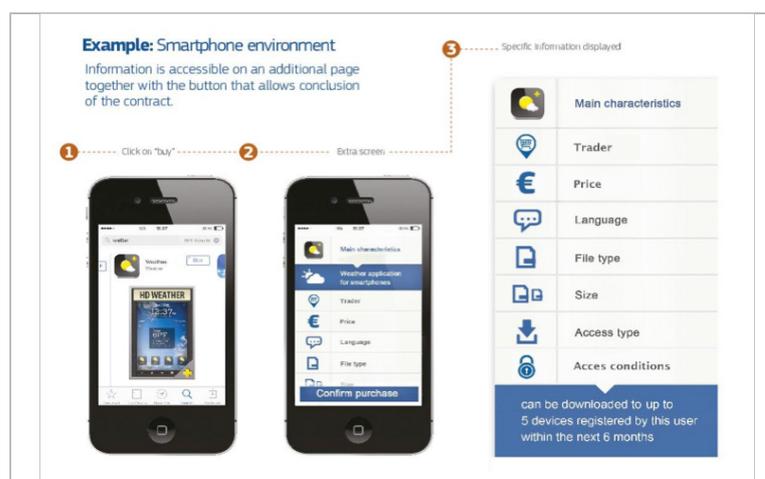
- **Progressive disclosure:** don't overwhelm people with information, but lead them through it by establishing their full engagement, and sense of relevance before revealing further levels of detail as needed. This also establishes mental schemas within which new information can more easily be handled. Marketing promises and product descriptions are effectively the first stage of a progressive disclosure, and are in fact subject to regulators' scrutiny as much as the T&Cs.

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¹ Oxera Consulting LLP (2014) *Review of literature on product disclosure*. Financial Conduct Authority.

- **Forgiveness:** this is an important concept in interaction design (as in ‘Save file before you quit?’). The cooling off period for some products is also a forgiveness feature. For important financial decisions it means checks on misunderstandings and ways to recover.
- **Speed calming:** slow people down if they genuinely need to read something.
- **Decision support:** offer help for complex decisions (eg, where competing products have different T&Cs). Decision support can take the form of flow charts or interactive displays where figures can be entered and scenarios played out.
- **Norms and exceptions:** your concept of separating standard and unique terms is an example of this. By allowing consumers to assume certain normalities, they can focus their effort on exceptions.
- **Product lifecycle:** the product lifecycle can as provide a thematic organisation. This acknowledges different information needs at decision time, start-up, business-as-usual, troubleshooting, and exit.
- **Icons:** it would be possible to direct attention to consistent topics within T&Cs through standardised icons. There are already published proposals such as the EU’s ‘Model for the display of consumer information about online digital products’,¹ the disconnect.me privacy icons developed by Mozilla,² and ‘Terms of Service: Didn’t Read’ (TSDR).³

Figure 2. The EU’s model for the display of consumer information about online digital products



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 1 DG Justice Guidance Document concerning Directive 2011/83/EU, June 2014, page 69.
 2 <https://disconnect.me/icons>
 3 <https://tosdr.org/>

Figure 3. Privacy icons developed by Mozilla

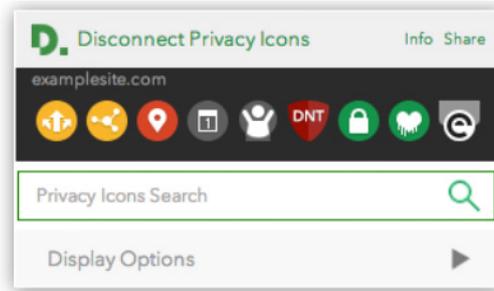
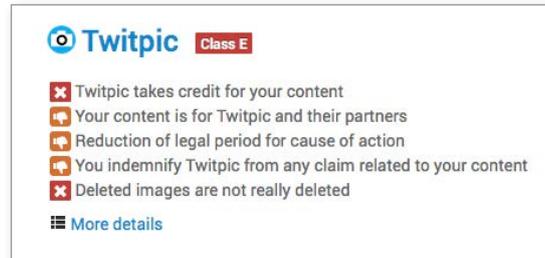


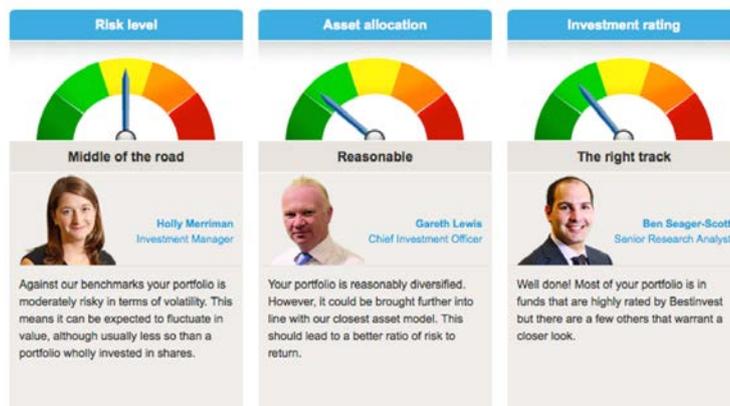
Figure 4. Terms of Service: Didn't Read



Icons need to be thoroughly tested and used consistently, because their meanings are rarely as transparent as their creators think. Compare the disconnect.me icons with the TSDR ones which are amplified by captions.

- **Colour-coded risk warnings:** the energy efficiency labels shown earlier use colour-coding to warn of high energy use. Colour is also commonly used in financial services information to indicate the level or risk (see below, from Bestinvest).

Figure 5. Colour coding used to indicate investment risk.



- **Layered text:** layered texts use multi-column layouts to present information at different levels of complexity in parallel. They might, for example, offer a heading layer for skim-reading, an explanation layer, and a legal language layer. Layering can prioritise the consumer-friendly explanations, while still referring to legal concepts when necessary.
- **Swim-lane layout:** Swim lanes show the respective responsibilities of different parties to a contract, and can be effective in demonstrating imbalances in power relations.
- **Data-driven personalisation:** many transactional documents (for example, financial statements, energy bills) and websites present information in a personalised way to prioritise each customer's needs. Some T&Cs have done this also, to avoid presenting terms that relate to products or options the customer does not have.
- **Visualisations:** there is a growing movement of people interested in making legal concepts clear through visualisations such as flow charts, time-lines or even comic book formats.¹
- **Explanations:** encourage direct links to consumer education sources.
- **Reasonable declarations:** 'I have read and understood...' is obviously impossible to declare completely honestly, because we cannot tell if we have fully understood the T&Cs, or their impact on us. Separate stepped declarations could slow consumers down and make them think about key issues – for example: 'I understand that there is an exit fee payable if I end my contract early'.

Enforcement

We do believe that innovative and effective solutions should be encouraged by regulators. We have no evidence on which to come to a view on your question about enforcement through fines, but we do have a concern that this might encourage a defensive and legalistic response.

In addition to testing, discussed above, some ideas we considered are:

- **Published ratings for clarity and fairness.** This would be similar to the 'scores on doors' approach to restaurant hygiene. However, this would involve an inspection regime which would be unwieldy and inflexible.
- **Minimum readability levels.** Readability formulas (such as are

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 1 A collection of legal visualisation projects can be found at <http://www.openlawlab.com>

built into the Microsoft Word spell checker) are crude measures but are quite widely used to specify the readability of textbooks, newspapers and technical manuals, particularly in the USA. They focus on word and sentence length, and some also measure the proportion of common words (thus penalising legalese). The Texas Plain Language law mandates that auto finance contracts be written at an 11th-grade reading level by 2017.¹

- **Incident reporting:** following common practice in safety management, major misunderstandings might be treated as accidents to be recorded. Companies would log all incidents of complaints, and actions taken to prevent them (this links to risk assessment). Regulators would be able to inspect such logs, and the resulting actions.

Our next steps

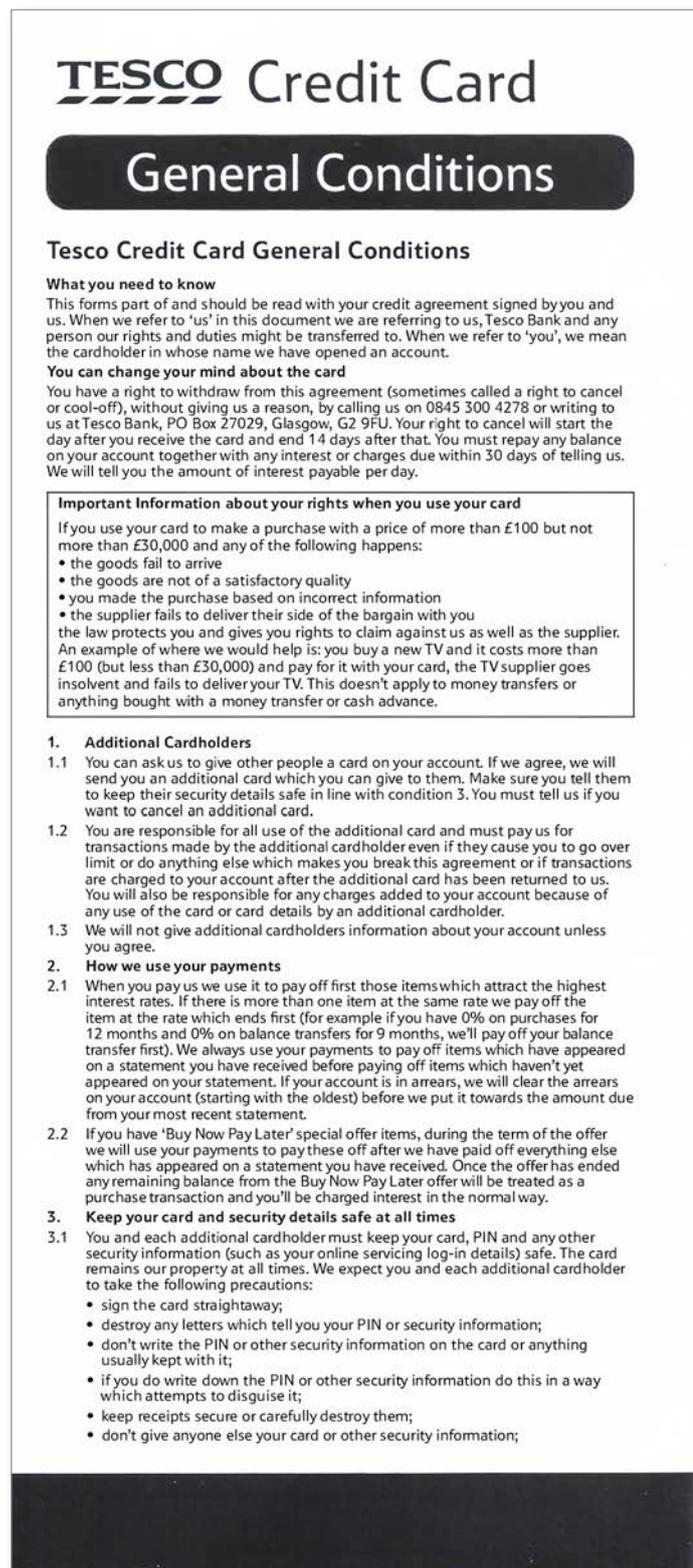
We plan to develop design prototypes to demonstrate some of the concepts listed here, and we will be publishing these under Creative Commons license for free use.

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1 <http://generalcounselnews.com/hudson-here-come-the-readability-police/>

This article by Rob Waller appeared in the Simplification Centre blog, 5 October 2015. It is reproduced here with minor amendments.

Actual size



From our blog

What does 'legible' really mean in the Consumer Rights Act?

On the same day the Consumer Rights Act 2015 came into force, I received a set of revised terms and conditions for my Tesco Credit card, spelling out my new consumer rights.

It is written in (mostly) plain English, which is good. But it is entirely set in 6pt type. Which is not good. This is the first of 6 pages.

The type size here is well below the normal range of sizes that is recommended both by common practice and by legibility researchers.

To discuss type size properly we need to move away from describing it in terms of points, to describing the x-height in millimetres. That's because the different design proportions of each different font means that point size does not accurately reflect the size it appears to readers.

Tesco's 6pt type corresponds to an x-height of 1.07 mm, which is well below the 1.40 mm minimum which experts recommend for comfortable reading. And it is fairly typical of other contract terms I have received from organisations such as HSBC, Virgin Media and Apple.

A comprehensive survey of books and newspapers by researchers Gordon Legge and Charles Bigelow¹ found that type sizes ranged from 1.41 mm to 1.94 mm. Other surveys have found similar results. They point out that this corresponds well to the range of sizes identified by vision researchers as suitable for fluent reading (where the lower end is 1.4 mm) by people with 'normal' or corrected eyesight. Legge and Bigelow are as authoritative a team as you could hope for – Gordon Legge is a distinguished vision researcher with many publications to his

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¹ Legge, G. E., & Bigelow, C. a. (2011). Does print size matter for reading? A review of findings from vision science and typography. *Journal of Vision*, 11(5), 1–22.

More about x-height

X-height is the preferred measurement for comparing font sizes. Point sizes are problematic because they describe the whole vertical space occupied by the letter, including the parts that ascend (h,b,) or descend (q, p) below the main body of the letter. The x-height of type dominates what we see when we read.

You are responsible for all use of this card and must pay us for transactions over your limit or do anything else which makes you break this agreement or if transactions are charged to your account after the additional card is returned to us. You will also be responsible for any charges added to your account by an additional cardholder. We will not give additional cardholder information about your account unless you agree.

Above: actual size of 8pt Frutiger.

Below: the whole 'first page' reduced to fit.

name, and Charles Bigelow is a prominent type designer and scholar.

So the 1.07mm font used by many banks is well outside what we might reasonably regard as legible, both from a vision research perspective and from common practice. Type as small as this could therefore potentially breach the Consumer Rights Act. Having said that, as I understand it illegible type does not in itself breach the act, but unfair conditions written in illegible type do. So poor legibility automatically invites scrutiny, and makes the banks and other organisations potentially vulnerable to court decisions against them in consumer disputes.

What type size might reasonably be considered legible?

The Legge and Bigelow review suggests that 1.4 mm is the minimum type size for normal reading. So organisations such as Tesco would have to use at least 8pt type, assuming they use a typical sans serif typefaces such as Helvetica or Frutiger.

Here is that first Tesco page in 8pt (I have used Frutiger as a close substitute for their bespoke corporate font, which is not publicly available). That single page has now grown to more than two pages.

TESCO Credit Card

General Conditions

What you need to know
This forms part of and should be read with your credit agreement signed by you and us. When we refer to 'us' in this document we are referring to us, Tesco Bank and any person our rights and duties might be transferred to. When we refer to 'you', we mean the cardholder in whose name we have opened an account.

Important Information about your rights when you use your card
If you use your card to make a purchase with a price of more than £100 but not more than £30,000 and any of the following happens:

- the goods fail to arrive
- the goods are not of a satisfactory quality
- you made the purchase based on incorrect information
- the supplier fails to deliver their side of the bargain with you

the law protects you and gives you rights to claim against us as well as the supplier. An example of where we would help is: you buy a new TV and it costs more than £100 (but less than £30,000) and pay for it with your card, the TV supplier goes insolvent and fails to deliver your TV. This doesn't apply to money transfers or anything bought with a money transfer or cash advance.

You can change your mind about the card
You have a right to withdraw from this agreement (sometimes called a right to cancel or cool-off), without giving us a reason, by calling us on 0845 300 4278 or writing to us at Tesco Bank, PO Box 27029, Glasgow, G2 9FU. Your right to cancel will start the day after you receive the card and end 14 days after that. You must repay any balance on your account together with any interest or charges due within 30 days of telling us. We will tell you the amount of interest payable per day.

- 1. Additional Cardholders**
 - 1.1 You can ask us to give other people a card on your account. If we agree, we will send you an additional card which you can give to them. Make sure you tell them to keep their security details safe in line with condition 3. You must tell us if you want to cancel an additional card.
 - 1.2 You are responsible for all use of the additional card and must pay us for transactions made by the additional cardholder even if they cause you to go over limit or do anything else which makes you break this agreement or if transactions are charged to your account after the additional card has been returned to us. You will also be responsible for any charges added to your account because of any use of the card or card details by an additional cardholder.
 - 1.3 We will not give additional cardholders information about your account unless you agree.
- 2. How we use your payments**
 - 2.1 When you pay us we use it to pay off first those items which attract the highest interest rates. If there is more than one item at the same rate we pay off the item at the rate which ends first (for example if you have 0% on purchases for 12 months and 0% on balance transfers for 9 months, we'll pay off your balance transfer first). We always use your payments to pay off items which have appeared on a statement you have received before paying off items which haven't yet appeared on your statement. If your account is in arrears, we will clear the arrears on your account (starting with the oldest) before we put it towards the amount due from your most recent statement.
 - 2.2 If you have 'Buy Now Pay Later' special offer items, during the term of the offer we will use your payments to pay these off after we have paid off everything else which has appeared on a statement you have received. Once the offer has ended any remaining balance from the Buy Now Pay Later offer will be treated as a purchase transaction and you'll be charged interest in the normal way.
- 3. Keep your card and security details safe at all times**
 - 3.1 You and each additional cardholder must keep your card, PIN and any other security information (such as your online servicing log-in details) safe. The card remains our property at all times. We expect you and each additional cardholder to take the following precautions:
 - sign the card straightaway;
 - destroy any letters which tell you your PIN or security information;
 - don't write the PIN or other security information on the card or anything usually kept with it;
 - if you do write down the PIN or other security information do this in a way which attempts to disguise it;
 - keep receipts secure or carefully destroy them;
 - don't give anyone else your card or other security information;

You have a right to withdraw from your credit agreement (sometimes called a 'cool-off' period), without giving us a reason, by calling us or writing to us at Tesco Bank, Glasgow, G2 9FU. Your right to cancel will start the day after you receive the card and end 14 days after that.

Above: actual size of 11pt Frutiger.
Below: reduced to fit – the original first page now extends to more than three pages.

Applying the RNIB's Clear Print standard

The Royal National Institute of Blind People (RNIB) has published a Clear Type standard in their *See It Right* guidelines, although it seems to be longer available from their website. While they mainly speak for people with sight loss, RNIB propose a minimum of 2 mm x-height for general use. Their standards are quite uncompromising about this, and I have previously critiqued their recommendations as being insufficiently evidence-based and insufficiently flexible for realistic application in information documents which require tables, diagrams and layered structures. See our technical paper *The Clear Print standard: arguments for a flexible approach* (including a response to our critique by Hugh Huddy of RNIB).¹

Here is the Tesco document in 11pt Frutiger, which has a 2mm x-height. Using this type size the document would triple in length to around 18 pages. In his response to our critique Hugh Huddy argues that the requirement for large type encourages organisations to write much shorter documents, and he has a very good point.

TESCO Credit Card

General Conditions

Tesco Credit Card General Conditions

Important Information about your rights when you use your card

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What you need to know

This forms part of and should be read with your credit agreement signed by you and us. When we refer to 'us' in this document we are referring to us, Tesco

Bank and any person our rights and duties might be transferred to. When we refer to 'you', we mean the cardholder in whose name we have opened an account. You can change your mind about the card

You have a right to withdraw from this agreement (sometimes called a right to cancel or cool-off), without giving us a reason, by calling us on 0845 300 4278 or writing to us at Tesco Bank, PO Box 27029, Glasgow, G2 9FU. Your right to cancel will start the day after you receive the card and end 14 days after that. You must repay any balance on your account together with any interest or charges due within 30 days of telling us. We will tell you the amount of interest payable per day.

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1.2 You are responsible for all use of the additional card and must pay us for transactions made by the additional cardholder even if they cause you to go over limit or do anything else which makes you break this agreement or if transactions are charged to your account after the additional card has been returned to us. You will also be responsible for any charges added to your account because of any use of the

card or card details by an additional cardholder.

1.3 We will not give additional cardholders information about your account unless you agree.

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2.1 When you pay us we use it to pay off first those items which attract the highest interest rates. If there is more than one item at the same rate we pay off the item at the rate which ends first (for example if you have 0% on purchases for 12 months and 0% on balance transfers for 9 months, we'll pay off your balance transfer first). We always use your payments to pay off items which have appeared on a statement you have received before paying off items which haven't yet appeared on your statement. If your account is in arrears, we will clear the arrears on your account (starting with the oldest) before we put it towards the amount due from your most recent statement.

2.2 If you have 'Buy Now Pay Later' special offer items, during the term of the offer we will use your payments to pay these off after we have paid off everything else which has appeared on a statement you have received. Once the offer has ended any remaining balance from the Buy Now Pay Later offer will be treated as a purchase transaction and you'll be charged interest in the normal way.

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1 Waller, R. *The Clear Print standard: arguments for a flexible approach*, Technical paper 10, Simplification Centre, downloadable from www.simplificationcentre.org.uk

Effective design is about more than legibility

Either of these larger type versions would be adequately legible, but neither is ideally fit for purpose – if that purpose is to inform people about their rights and responsibilities as credit card holders. Instead we should look at more strategic ways to improve the effectiveness of consumer contracts as communication tools.



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About Simple Actions

Most of us don't complain when we come across information that's poorly written or designed – for example, a mobile phone contract, an application form, or a user guide. We cope and make do, we blame ourselves for not being clever enough, we make mistakes, or if we have a choice we might just chuck it away. For one thing, it's probably not worth complaining, and we wouldn't know who to complain to anyway.

It's not obvious to everyone how to improve poor documents. A lot of everyday information could be better, but we've got used to it and assume that, like the rain, there's nothing we can do. But that's often not true, and with a little effort we can set much higher standards.

So the Simplification Centre has got together a group of volunteer information designers and writers to challenge the quality of everyday information.

They work together to take on 'orphan design projects' – those communications that no one seems to own or look after, but that really matter. Their work is published on the Simplification Centre website, where anyone can comment, or borrow the ideas under a Creative Commons license (www.simplificationcentre.org.uk/simple-actions).



One of our Simple Actions days, with a group of volunteer information designers.