

Simple blog archive

The Simplification Centre was formed in 2008, and closed in 2024. During that time, we published an occasional blog, and this PDF contains some of the posts from it. The format is quite crude as it is simply exported from the website.

The website will remain open as an archive for a number of years at <https://simplificationcentre.org.uk>

You can find out more about the Centre in this article in the design journal She Ji:

Robert Waller (2018). Simple Information: Researching, Teaching, Doing.
[She Ji: The Journal of Design, Economics, and Innovation](#)
[Volume 4, Issue 2](#), Summer 2018, Pages 143-156

<https://doi.org/10.1016/j.sheji.2018.05.002>

A form that's not just bad but cruel

forms, legal Rob Waller 23/2/23

The Guardian today published a [leaked questionnaire](#) which the UK government apparently plans to require asylum seekers to respond to. They are trying to clear a huge backlog of applications by moving from a face-to-face interview to a form.

Complex questions

At least it's not so much a form, just a letter listing a series of complex questions they need answers to - it feels like the script that they probably use in interviews.

But writing a form is very different from writing a script.

For example, it asks:

"• Which countries did you pass through on your way to the UK?

• Did you claim asylum in any other country on your way to the UK? If you did not, why did you not claim asylum in any of these countries?"

Face to face, an interviewer might ask where they passed through? Then as each country is mentioned they would ask the second question. The answer could be same for all the other countries, of course: I didn't speak the language, I have family in the UK, etc. But how is someone who may not speak much English supposed to structure their written answer?

Difficult language

And there is little attempt to use plain language (common words, short sentences) in questions like this one:

"Were you subject to human trafficking (the recruitment, transportation, transfer, harbouring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit) or modern slavery (severe exploitation of other people for personal or commercial gain) during your journey to or after you arrived in the UK?"

Cruel

This staggeringly poor questionnaire is not only inconsiderate, by asking unanswerable questions in complex language, but it's actually cruel. It is inflicted on people who, by definition, have a fear of authority, and for whom failure could mean deportation and worse.

A good form could make this OK

We should reject bad forms, but not all forms. A well-designed form, properly tested, with a reasonable deadline for completion, could be useful here, if it allows people to provide information in their own time, perhaps with help, and without the pressure of an interview. It could allow people to collect evidence over time and upload it to an evidence portfolio. Their answers could be properly considered and written with advice from others. A digital form could include translation tools, and could lead people through a virtual interview in easy steps.

Starting with the work of DHSS's Document Design Unit in the 1980s, most government forms have improved hugely in my lifetime. Departments like DWP and HMRC have developed specialist teams and invested in plain language training, design standards and research. The Government Digital Service is internationally renowned. All this seems to have completely passed the Home Office by.

AI is much much more than clever stats

AI, legal design, textuality Rob Waller 24/10/24

When we wonder how AI manages to write so well, the Large Language Model (LLM) is deployed as the explanation. We are told that it's all about massive computing power trained on huge databases of text, picking the next word on the statistical probability that it is appropriate. For example, blogger and AI pundit Ethan Mollick^[1] writes that LLMs work by

“analyzing a piece of text and predicting the next token, which is simply a word or part of a word. Ultimately, that is all ChatGPT does technically – act as a very elaborate autocomplete like you have on your phone”.

But this seems too simple to explain why any AI-produced text makes sense as an argument, not just a string of sentences. Or why it passes as part of a conversation between two people, with particular motives and histories, who bring a lifetime's experience of human interaction to its interpretation.

Geoffrey Hinton, often called the 'godfather of AI' was interviewed recently on the BBC.^[2] He seemed to dismiss the LLM as the sole explanation:

“Some people think that these things don't really understand, that they're different from us, just using statistical tricks. That's not the case. [Take] these big language models for example. The early ones were developed as a theory of how the brain understands language – they are the best theory we've got about how the brain understands language. We don't understand either how they work, or how the brain works in detail, but we think they probably work in very similar ways.”

In other words, the creators of AI have simulated the neural networks in our human brains, and set them in motion to think, to plan, to advise, and to communicate with an apparently accurate sense of audience – in fact to pass the Turing Test with ease. But what actually happens inside these simulated brains is apparently a mystery.

I've been working in the context of legal information design, and one of the issues much discussed there is the simplification of business contracts. It's easy to get ChatGPT or a similar system to rewrite your contract in plain English, or to answer questions on its content. But I wanted to set it a kind of enhanced Turing Test. Can it engage in an informed discussion of its own capabilities in the same way as another researcher in the field might do?

In particular I wanted to know how much insight it had into the context and intentions behind a communication - the pragmatics, if you like. So I pointed it to the seven standards of textuality from Robert De Beaugrande and Wolfgang Dressler's *Introduction to Text Linguistics* (1981). They distinguish between mere grammaticality – the use of correct language forms – and textuality: qualities that turn a string of language into a communication between people.

So I gave it the following prompt:

I am writing a paper on the potential for AI to help rewrite business contracts. I know you can produce correct and grammatical language, but I want to know to what extent you can imagine the motives of the writer and the reader. This has been termed 'textuality' as distinct from 'grammaticality', in a book published by Robert De Beaugrande and Wolfgang Dressler. Please comment on the extent to which you take them into account when rewriting a business contract. I will paste their seven standards in next.

Well, ChatGPT didn't wait for the quote from De Beaugrande and Dressler. It already knew it, and off it went:

The distinction between "textuality" and "grammaticality" is an important concept in understanding how AI like me approaches language tasks, especially when it comes to rewriting business contracts. While I can certainly generate correct and grammatically sound text, understanding the *motives* of the writer and the *interpretation* by the reader—both key elements of textuality—requires a broader comprehension of the context, the relationship between the parties, and the desired outcomes of the contract.

In a business contract, the intentions of the writer are often to clearly outline the terms of an agreement, avoid ambiguity, protect legal rights, and ensure that obligations are clearly stated. On the other hand, the reader (often the other party or a legal advisor) will be focused on interpreting the contract in a way that aligns with their own interests, searching for clarity, fairness, and the minimization of risk. The concept of textuality, as Robert de Beaugrande and Wolfgang Dressler describe, involves recognizing the communicative function of the text—understanding not just the literal meaning of the words, but also the pragmatic and discursive layers involved in communication.

When I rewrite a business contract, my approach currently focuses more on maintaining precision, clarity, and consistency in language, as these are critical to the enforceability and legal integrity of a contract. However, I can incorporate elements of textuality by paying attention to...

Chat GPT then listed and accurately explained the seven standards (note that they are presented as six standards because de Beaugrande and Dressler discuss Intentionality and Acceptability together). And finishes by explaining its own limitations (with my bold, for emphasis):

While I can simulate an understanding of motives to an extent—such as crafting text that protects one party's interests or reflects an equitable agreement—there are still nuances in human intention and negotiation dynamics that may escape my grasp, particularly in highly specific or emotionally charged scenarios. Understanding the strategic choices that a writer or a reader might make, or how certain phrasing might influence interpretation, **can be difficult for AI because it requires a deep comprehension of human psychology, negotiation tactics, and unspoken norms.**

ChatGPT sensed I might want to know more about these limitations and suggested “Feel free to paste the six standards from de Beaugrande and Dressler's work, and I can elaborate further on how I might apply them when rewriting a business contract.” It then went through each standard and explained its own limitations, finishing with wise words about the roles of AI and humans in contract drafting. I have used bold to draw attention to AI's acknowledgement of its need for human help.

1. Cohesion: Grammatical dependencies on the text surface

AI's approach: I can effectively maintain cohesion in business contracts by ensuring that there are clear grammatical ties between sentences and clauses. This includes using conjunctions, references, pronouns, and other linking devices that make the text flow logically. For example, clauses that define terms and conditions can be linked to sections on obligations and remedies in a consistent manner.

Challenge: While I can manage surface-level cohesion well, maintaining nuanced legal connections between clauses that subtly reinforce certain rights or responsibilities **might require human insight**. For example, recognizing when a particular clause needs to be reiterated in later sections for emphasis or legal protection.

2. Coherence: Conceptual dependencies in the textual world

AI's approach: Coherence in a business contract involves structuring the document so that the underlying concepts (such as liabilities, warranties, or payment terms) are presented in a logically ordered way. I can ensure that key concepts are clearly introduced, defined, and related to each other in a way that aligns with the overall purpose of the agreement.

Challenge: Achieving coherence on a deeper level requires understanding the strategic intentions behind the contract. For example, one party might want to subtly introduce a higher degree of protection against unforeseen risks. Ensuring that this intent is conceptually sustained throughout the document (and is balanced against the other party's interests) requires an understanding of negotiation dynamics, **which can be difficult for an AI to fully grasp.**

3. Intentionality & Acceptability: The attitudes of the participants towards the text

AI's approach: I can be programmed to recognize that a business contract often represents a formal agreement between a Buyer and a Seller. The intent of the Buyer is typically to secure value, manage risks, and ensure that deliverables are provided as expected. The Seller's intent, on the other hand, is to guarantee payment while outlining the scope of their obligations. I can craft text that reflects these standard attitudes and aims for clarity, fairness, and enforceability.

Challenge: Understanding the strategic attitudes of each participant is where AI may fall short. For instance, one party might intentionally leave a clause vague to create negotiation leverage later, or emphasize certain conditions to signal good faith or flexibility. Capturing these subtleties—reflecting not just the surface-level attitudes but also the underlying power dynamics and negotiation tactics—is **difficult for AI to do autonomously.**

4. Informativity: Incorporating the new and unexpected into the old and expected

AI's approach: Informativity is crucial in business contracts, especially when signaling departures from standard templates or introducing novel terms. For example, I can signal changes to standard industry terms by including phrases such as “Notwithstanding the foregoing...” or “Except as otherwise provided...” to clearly mark where a particular clause deviates from established norms. I can integrate innovative clauses that address new circumstances, such as evolving technology or changing market conditions.

Challenge: The challenge here is recognizing when and how to introduce unexpected information without causing confusion or imbalance in the agreement. **A human writer might better understand the context** and use such deviations strategically to achieve a particular outcome in negotiations.

5. Situationality: The setting

AI's approach: A business contract operates in a specific context—an agreement between parties typically involving the exchange of goods, services, or money. The roles of Buyer and Seller are clearly defined, with the Buyer focused on obtaining value and minimizing risk, and the Seller focused on delivering the promised goods or services while securing payment. I can write with an understanding of these basic roles, addressing the concerns typically associated with each party (e.g., warranties, liabilities, deadlines, etc.).

Challenge: Situationality also involves understanding the broader social and economic factors that influence the contract. A contract in the tech industry may need clauses around intellectual property and data security, while a construction contract might emphasize timelines and regulatory compliance. Capturing these industry-specific nuances and adapting the contract to reflect them **often requires human experience and insight.**

6. Intertextuality: Mutual relevance of separate texts

AI's approach: Business contracts are rarely isolated; they interact with other legal documents, including NDAs (Non-Disclosure Agreements), Terms and Conditions, and Purchase Orders. I can recognize common legal frameworks and templates, ensuring that rewritten contracts are compatible with related documents. This helps ensure consistency across a business relationship's legal structure.

Challenge: However, understanding the precise interplay between separate documents—such as how a contract might need to reference an NDA's confidentiality clause or how it aligns with regulatory compliance documents—requires a nuanced understanding of how different texts function together in a specific business setting. AI can assist by suggesting cross-references but **may miss subtle strategic alignments that a human negotiator would catch.**

Conclusion

While AI can incorporate many elements of textuality when rewriting business contracts—especially in terms of coherence, cohesion, and maintaining the basic roles of Buyer and Seller—there are limits to how well it can capture the underlying motives, strategic intent, and negotiation dynamics. The challenges often lie in understanding the deeper, pragmatic layers of communication, such as when to emphasize or de-emphasize certain clauses, how to signal flexibility or rigidity, and when to introduce or depart from standard norms.

Human oversight remains essential in more complex contract drafting, particularly when there are nuances related to power dynamics, industry-specific concerns, or novel legal strategies. Nonetheless, AI can greatly enhance the efficiency of drafting and ensure that contracts meet high standards of clarity, consistency, and precision.

There's no point in my adding a Conclusion – Chat GPT's done it for me.

^[1] Ethan Mollick, Co-intelligence: living and working with AI, WH Allen, 2024, page 9.

^[2]Geoffrey Hinton interviewed by Faisal Islam on BBC Newsnight, 17 May 2024.

As simple as possible but no simpler

simplicity, small-print Rob Waller 21/2/13

There's a nice quotation attributed to Albert Einstein: "Make everything as simple as possible but no simpler".

When we set up the Simplification Centre a few years ago, I used this in a prospectus and wanted to check if he really said it. This soon showed the limits of Googling: the quote appeared many times but with no exact citation. Web pages linked back to each other, and I began to suspect that every pithy remark that was not already attributed to Churchill, was given to Einstein by default.

Now I've discovered the [Quote Investigator](#) blog. I don't think it existed when I first looked, but it's a good read and gives a convincing history of this quotation.

It seems Einstein did say something like this, in a 1933 lecture where simplicity was a recurring theme (he was really restating the philosophical principle known as Occam's Razor). But what he actually said was rather longer, and was quoted in a general way by the composer Roger Sessions, who wrote in 1950 that Einstein "said, in effect, that everything should be as simple as it can be, but not simpler!". Remove the "in effect" in the retelling, and you are left with "Einstein said".

Many such instances exist of statements that get plucked out of context, rephrased, and misattributed. They became modern proverbs in the same vein as 'a stitch in time saves nine' (presumably someone was the first to say that). If you need an attribution, use Einstein if it's wise, Churchill if it's rude, or Oscar Wilde if it's funny; or if you're American substitute Mark Twain.

I think this process says as much about simplification as the quote itself.

Whatever you actually say in a document, it will somehow get taken to mean whatever the reader can easily remember, or thinks it should have said, or what they think it probably says if only they could find the time to read it properly. That's what's wrong with so much small print. The headline frames the relationship, the product, the apparent intent. The customer buys into this, and fills in the detail from their experience and imagination. But should they read what Einstein actually said, or what's actually in their mobile phone contract, it might not be what they expect.

At last: a declaration I can truthfully sign

declaration, fine-print, small-print Rob Waller 26/7/12

Most of us routinely lie, perhaps even commit perjury, when we click on a declaration that says 'I have read and understood the terms and conditions'. Or sign a form saying the same thing.

Before you buy, please read the following:

- [Breakdown Cover policy booklet](#), which has information about AA Insurance Services.

☒ **I confirm that you have informed me of the importance of reading these before I buy.**

I joined the AA online, and here's their refreshingly good declaration (if you ignore the grammar – 'these?'): I confirm you have informed me of the importance of reading these before I buy.

Being damn well simple

simplicity Rob Waller 1/2/13

One of my favourite quotes about simplification:

'The one great thing was simplification. Simplification by organization, simplification by condensation and also simplification by being damn well simple.'

It's by Henry Luce, who founded *Time* magazine in 1923, quoted in *The New Yorker*, 19 April 2010, page 81.

And from an early prospectus, quoted in the same article by Jill Lepore: 'TIME is interested – not in how much it includes between its covers – but in HOW MUCH IT GETS OFF ITS PAGES INTO THE MINDS OF ITS READERS.'

Bionic Reading: is speed really our problem?

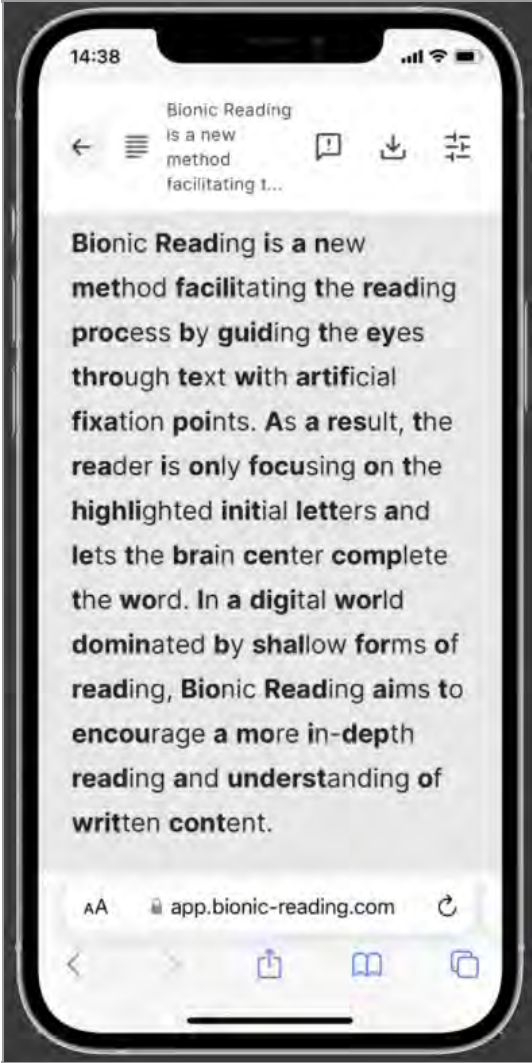
speed reading, typography Rob Waller 22/11/22

A friend alerted me to Bionic Reading, a patented system for displaying text to (they claim) make reading faster. Apparently some people in government communications are wondering about it. It’s had a flurry of press coverage this year, too: for example, this piece in [Huffington Post](#).

Reading is not a process of smooth eye movements across a line of text, but instead comprises a series of jerky movements (known as saccades). When your eye stops, it is termed a fixation. Many many reams of research have been published to explain what happens when your eye alights on a fixation: Why there? How much of the visual field is processed and for how long?

Bionic Reading is an app that takes the text you wish to read, and boldens the first part of words to guide your eye – not to every word, but where it judges your eye should fall for maximum effectiveness. It’s adjustable – you can change various parameters including font, spacing and colour (which is probably very helpful for people with dyslexia).

This is how they explain it.



The problem is that they don’t supply any supporting evidence – it seems to have been informally tested among the developer’s friends. But they do claim a million users, so perhaps people are finding it helpful (although I wonder if a million users means a million downloads, which is not the same thing).

Their intellectual property rights are fiercely guarded, although this hasn’t stopped at least three other competitor apps with similar techniques and claims (assuming Bionic Reader was first). There’s SpeedyRead-BioSpeed, Bionica and Bio Reading. Come to think of it, these all sound like names you’d give a rip-off rival.

I’m instinctively sceptical about things like this. Not just because there doesn’t appear to be much evidence, but because I think they seem to have a limited idea about what reading is. Not reading as decoding lines of text, but strategic reading – varying your pace and attention as you monitor your own understanding. Strategic reading means navigating a text and using structural cues for enquiring, problem-solving or study. These form the essence of higher order reading skills, as measured in standard literacy tests (such as [PIACC](#)). If you start bolding every other word, you weaken the ability to signal the status of text through typography: headings, emphasised words, typographic voices and so on. I’ve made similar comments about the use of bold for defined terms in contracts (see this very old blog post about [spotty text](#)).

For a much more carefully considered critique of Bionic Reading, have a look at [this blog](#) by Daniel Doyon, the developer of a quite different approach to reading support:

Daniel’s own product is called [Readwise](#). I like the sound of it and plan to try it. It doesn’t address the problem of reading fast, but of remembering the interesting ideas you have read. Readwise allows you to highlight text while you are reading (for example in Kindle), and then it feeds your highlights back to you over time. To quote their blurb: ‘Highlighting is great, but what’s the point if you’re never going to see any of those highlights again? Readwise lets you quickly liberate your highlights (all into one place), and ensures that you’ll actually see and use them.’

I quite frequently pick up a book I’ve read some years ago, and spot things I’ve underlined but forgotten. I love the idea of a repository for them, and occasional reminders. It sounds more specific than browser bookmarks, and quicker than scraping web pages into Evernote or similar.

Back to Bionic Reading for a moment. Daniel Doyon lists a series of speed reading fads he’s come across, and this reminded me I have one here:



This is a Speed Reading training device from the 1950s. The idea is that you train your eye to recognise words faster by flashing them up quickly in the small white rectangle and trying to read them. You set up a springed cover over each word, then press a trigger to release it. I was quite unable to recognise a single word when I tried it.

But the claims on the box remind me a little of Bio Reading.

Contract design for humans

fine-print, small-print, consumer rights act, Rob Waller 20/9/20



This New Yorker cartoon (by Joe Dator, 28 October 2019, reproduced by permission of The New Yorker Collection/The Cartoon Bank) sums up the small print dilemma. You can imagine the sound of crashing gears as the romantic proposal hits the disclaimer. It's absurd and it's a cartoon but actually it's what happens every day when you deal with almost any service brand.

I have just uploaded a new Technical report, '[Contract design for humans: preventing cognitive accidents](#)'. A shorter version is appearing as a book chapter to be published later this year or possibly next.*

People have complained for a long time about the length, complexity and illegibility of consumer contracts - aka the small print, the terms and conditions, or disclosures. It's one of the things that motivated the Simplification Centre to get going in the first place. There's been legislation which seems to have helped a little, but the print is still small. The plain language movement has helped a lot, but again the print is still small.

And even if the print were to be legible, there is still too much of it, and it's not necessarily focused on what people really need to know. The inflexible declaration "I have read and understood" (impossible to know) or even "I have read and accept" (under the threat of not getting my stuff or my phone no longer working) just exacerbates the problem

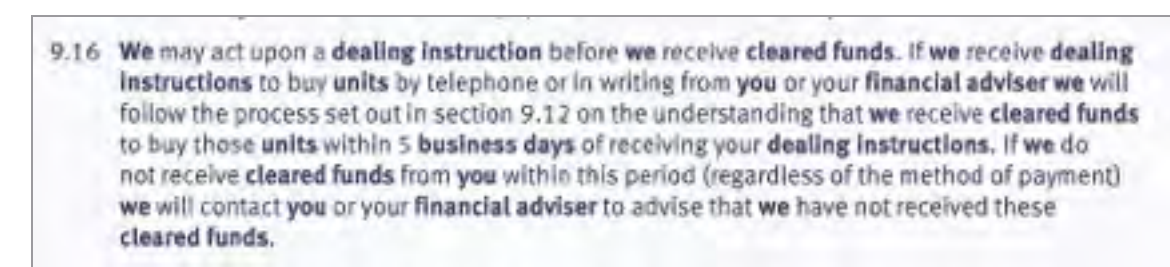
The truth is that most people don't read the small print because it's deliberately made unreadable, or at best barely readable. Mostly that's OK because it's not of practical importance. Until it is. Sometimes it is very important, and people trip up. I argue that many contract-related problems can be viewed as cognitive accidents and that we should change our perspective to one of duty of care, and risk management. So when you're fined because you bought the wrong train ticket, or you parked in the wrong place, or when you discover you're locked into a loan agreement you didn't understand, or when the Free* Flights turn out not to be free, the deciding factors shouldn't be 'was it in the terms and conditions?' but 'did they assess the risk of not drawing it to your attention?'.

*Marcelo Corrales, Helena Haapio and Mark Fenwick (eds), *Research Handbook on Contract Design*, Edward Elgar Publishing, in press

Does legal text have to be so spotty?

financial-information, fine-print, small-print, typography Rob Waller 25/11/12

Legal documents often define key terms at the start, to clarify what is meant by ‘you’, ‘we’, ‘the contract period’, and so on. They then signal the defined terms in bold or colour whenever they appear. This one’s from a Standard Life ISA:



The result is a spotty text that’s very hard to read. For one thing, headings no longer stand out so well, because there’s bold everywhere. And we’re so used to seeing bold used for emphasis that we find ourselves reading with a special stress on the bold words.

Try reading this sentence from Tesco’s pet insurance policy: ‘**We** will not pay for any **treatment** or **complementary therapy your pet** receives during a **period of insurance** if **we** have not received the agreed premium for that **period of insurance**’.

The spotty text convention is only used for certain parts of the document. Tesco’s Pet Insurance policy booklet starts with welcome information written normally, than progresses to general information about how to cancel and complain, and data privacy information. Here, the occasional stray **we** and **us** can be glimpsed, before passing through a Definitions page, after which the full rash of spots afflicts every page.

Oddly, the find-and-replace bolding runs on beyond the policy text, making for some strange emphasis in a customer advice page that’s written in a marketing tone of voice: ‘Coming to terms with the loss of a beloved **pet** can be hard...,’ ‘that’s why **we** offer handy helplines...’

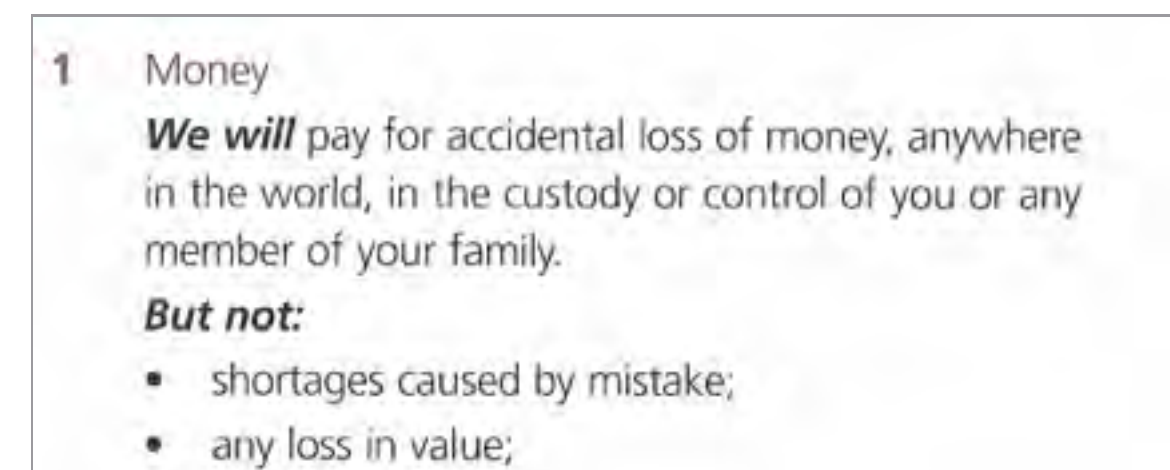
What’s going on here? Spotty text appears to be a signifier of a core legal text that has a different, more special status than any other part of the conversation between customer and company. It is implied that this is the part of the text that will really count when it comes to deciding on a claim. Whatever is said in other parts of the text, it seems to suggest, does not matter. That’s surely doubtful.

Spotty text only seems to occur in certain classes of legal document, in particular those relating to financial services. It is the norm for insurance policies, but looking through my own life’s paperwork, it does not appear in wills, employment contracts, tenancy agreements or leases.

An alternative technique is to use initial capitals for defined terms, which are a little less disruptive than bold type. But even these aren’t strictly necessary. Actually, the real alternative is to write carefully, making sure that wherever defined terms are used, they are used in the sense you intend. Or should that be ‘**you** intend’?

Richard Castle, a lawyer himself and co-author of the authoritative [Modern Legal Drafting](#) has campaigned against unnecessary capitals for many years. In a recent email he commented that ‘The best drafters are in the Office of the Parliamentary Counsel in Whitehall. They don’t emphasise defined terms, even by capitalizing them.’

If they really aren’t legally necessary, using bold for defined terms is just wasting ammunition. In the example below, Privilege Insurance shows how to use bold to clarify the information structure. This wouldn’t work if bold was also used for defined terms.



Dumbing down? I wish...

government, headings, plain-english Rob Waller 15/8/12

If you google ‘Quentin Letts’, ‘Daily Mail’ and ‘dumbing down’ you get more than one result. Last week he was reporting concerns that parliamentary bills were being formatted too clearly.

In a piece entitled '[Dumbed-down parliamentary Bills should be in plain English...rather than just plain daft](#)' Letts reports on concerns raised by a member of the House of Lords, Lord True. Great name for a politician, that, and an example of nominative determinism to file alongside my lawyer Mr Why, and my teacher Ivor Payne.

A bill currently going through parliament (The Groceries Code Adjudicator Bill) is described thus by Lord True:

‘The Bill is laid out in a daft manner, a bit like one of those Frequently Asked Questions website pages. This is fatuous dumbing-down, totally unnecessary, patronising, rather silly — the great curse of accessibility. On a printed page your eye can still wander to other parts of the Bill but once you move to electronic access, this approach could be positively unwholesome. If you signpost people, you can mislead them.’

I’d never thought of accessibility as a curse, but of course he’s right that any simplification involves risk and trust: the risk that attention is being drawn to certain parts of the content in a biased way. And that other information, not so well signalled, sneaks in by stealth. And to read a simplified version is to place your trust in the simplifier. But what’s the alternative? The risk that people can’t read it at all, or read the beginning more carefully than the later parts.

You are probably wondering what the fuss is about, so here is a typical page from the Bill:

2 Groceries Code Adjudicator Bill [HL]	
(b) in Scotland, an order for specific performance under section 45 of the Court of Session Act 1968.	
How does the Adjudicator carry out investigations and enforce their findings?	
4	Investigations
(1)	The Adjudicator may investigate whether a large retailer has broken the Groceries Code if the Adjudicator has reasonable grounds to suspect that— (a) the retailer has broken the Code; or (b) the retailer has failed to follow a recommendation made under section 7. 5
(2)	For powers to require a person to provide information, see Schedule 2.10
(3)	The Adjudicator may not carry out an investigation until the guidance required by section 12(1) has been published.
5	Investigation reports
(1)	Following an investigation the Adjudicator must— (a) publish a report on the outcome of the investigation; and (b) consider whether to use any of the enforcement powers mentioned in section 6.15
(2)	An investigation report must, in particular, specify— (a) any findings that the Adjudicator has made; (b) any action that the Adjudicator has taken or proposes to take; and (c) the reasons for the findings and any action taken or proposed.20
(3)	It is not necessary for an investigation report to identify the retailer concerned.
(4)	If a retailer is identified in a report, the retailer must have been given a reasonable opportunity to comment on a draft of the report before publication.
6	Investigations: forms of enforcement25
If, as a result of an investigation, the Adjudicator is satisfied that a large retailer has broken the Groceries Code, the Adjudicator may take one or more of the following enforcement measures—	
(a) make recommendations; (b) require information to be published; (c) impose financial penalties.30	
7	Investigations: enforcement using recommendations
(1)	If the Adjudicator chooses to enforce through making recommendations, that means recommending what the large retailer should do in order to comply with the Groceries Code.35
(2)	The Adjudicator must monitor whether a recommendation has been followed.
(3)	For powers to require a person to provide information, see Schedule 2.

Quite.

Improved but nowhere near OK

consumer rights act, small print, government, research Rob Waller 15/3/20

Last July the Behavioural Insights Team in the UK reported on what looks like a remarkably thorough study of ways to improve the understanding of consumer contracts. It's still a hot topic, following the Consumer Rights Act 2015 and the government's 2018 Green Paper on [Modernising Consumer Markets](#). And, of course, the explosion of interest in legal information design. The BIT is an independent consultancy that started life as a government programme known as the 'nudge unit'.

Entitled [Improving consumer understanding of contractual terms and privacy policies: evidence-based actions for businesses](#), the report was commissioned by the Department for Business, Energy & Industrial Strategy... a lot of words in this sentence, I know. There is a summary version with guidance, a literature review and a technical report describing a series of experiments which tested a range of ideas for making terms and conditions easier to understand, and for encouraging people to read them. The materials tested are included (not always the case in all research reports on information design).

The improvements look impressive. For example, using icons is said to improve comprehension of key terms on an on-line order form by 34%. But please don't stop reading now and tweet this because there are problems.

The first problem is that this finding becomes a lot less impressive when you realise that the 34% improvement takes us from 42% comprehension to 57%. This means that the other 43% of people were not helped, so best practice is nowhere near good enough. Most of the improvements achieved were of a similar order, so the real conclusion is: "no matter what we tried, a huge number of people did not understand the key terms and conditions" (my words, my conclusion, not theirs). This should not surprise us because the 43% of respondents who were not helped is roughly the proportion of the population who score poorly in functional literacy tests.

A similar level of understanding for the Stop sign on roads would cause mayhem. But when someone who struggles with literacy fails to understand the terms and conditions for a payday loan, we could say they are in danger of a cognitive accident. Companies have a duty of care, and it's time to risk assess the small print in the same way as we risk assess physical environments.

Example 3.2 Using icons to illustrate key terms

1

2

3

4

Shopping

Payment

Delivery

Payment method

Your items

☒ Pay by card

Name

Card number

Expiry date

CVC #

Items can be returned in store or via post

Return postage not included

Must return purchase within 90 days for a refund

Items bought via PayPal cannot be refunded in store - instead you will be issued store credit or offered an exchange

I agree with M Clothing's terms and conditions

GREY T-SHIRT LARGE x 1

Price £5.00

Subtotal £5.00

Delivery charge £2.99

Total to pay £7.99

BILLING ADDRESS

Same as shipping address

Mr A Smith

10 Ship Lane

Applebury

Lancaster

LA1 1EG

The icons version from the guidelines

A second problem is that, while the research team provide very thorough explanations and justifications for their experimental methodology and statistical analysis, very little is said about how they created the experimental materials, which just seem to appear with little critical description or argument.

The design of the materials is so amateur that the designer of the guidance document has felt the need to redesign them for publication in a set of guidelines, lest readers assume the research endorses everything they see. The design shown above with a green background, and green icons is from the guidance report, but in the full methodology report (below) the icons are black and the background is white. And the 'items' column is on the left, a lot of the text is upper case, and the relationship between response boxes and response cues is different. In the guidelines version the icons are aligned on the left edge, a more prominent place for skim-readers to spot. So while this makes it a better guide to good practice, it misrepresents the research.

The redesign is careless, too. In the version that was researched, the customer is given a choice between 'Pay by card' and 'Digital wallet'. One of the key terms (the last one, with an 'i' icon) only concerns the digital wallet option so is in the wrong place. In the guidelines version (above), 'digital wallet' has become PayPal although there is no PayPal option.

This may not matter, but then again it may.

CHECKOUT

YOUR ITEMS

PLEASE CHOOSE A PAYMENT METHOD

GREY T-SHIRT LARGE

QUANTITY 1

PRICE £5.00

SUBTOTAL £5.00

DELIVERY CHARGE £2.99

TOTAL TO PAY £7.99

SHIPPING ADDRESS

10 SHIP LANE

APPLEBURY

LANCASTER

LA1 1EG

BILLING ADDRESS

10 SHIP LANE

APPLEBURY

LANCASTER

LA1 1EG

PAY BY CARD

NAME ON CARD ALEX SMITH

CARD NUMBER 1234 5678 910

EXPIRY DATE 01 2019

CVV 456

Items can be returned in store or via post.

How long do I have to return the item? 90 days from delivery.

Return postage not included.

Items bought via a digital wallet cannot be refunded back to your digital wallet account in store. Instead, you will be issued store credit or offered an exchange.

I agree with M Clothing's terms and conditions

DIGITAL WALLET

The icons version that was tested

This particular study also includes a version which uses FAQs for the key terms:

Example 3.1 Display key terms as frequently asked questions

1

2

3

4

Shopping

Payment

Delivery

Payment method

Your items

☒ Pay by card

Name

Card number

Expiry date

CVC #

How can I return items? You can return an item by sending it back by post or by bringing it into a store.

Do I have to pay the return postage? Yes.

How long do I have to return the item? 90 days from delivery.

Anything else? Items bought via a digital wallet cannot be refunded back to your digital wallet account in store. Instead, you will be issued store credit or offered an exchange.

I agree with M Clothing's terms and conditions

GREY T-SHIRT LARGE x 1

Price £5.00

Subtotal £5.00

Delivery charge £2.99

Total to pay £7.99

BILLING ADDRESS

Same as shipping address

Mr A Smith

10 Ship Lane

Applebury

Lancaster

LA1 1EG

The FAQs version

It is immediately apparent that the FAQ version also includes icons. How then are we to interpret the results as reported? The FAQ version improved understanding by 36%, while icons improved it by 34%. But it is clear here that the 36% improvement was from FAQs + icons. This implies that the FAQ aspect only added 2% difference to the performance of icons alone. We'll never know, because they didn't test FAQs without icons.

So while the stats are reported and argued for in obsessive detail, they are undermined by sloppy inattention to design.

CHECKOUT

YOUR ITEMS

PLEASE CHOOSE A PAYMENT METHOD

GREY T-SHIRT LARGE

QUANTITY 1

PRICE £5.00

SUBTOTAL £5.00

DELIVERY CHARGE £2.99

TOTAL TO PAY £7.99

SHIPPING ADDRESS

10 SHIP LANE

APPLEBURY

LANCASTER

LA1 1EG

BILLING ADDRESS

10 SHIP LANE

APPLEBURY

LANCASTER

LA1 1EG

PAY BY CARD

NAME ON CARD ALEX SMITH

CARD NUMBER 1234 5678 910

EXPIRY DATE 01 2019

CVV 456

I agree with M Clothing's terms and conditions

DIGITAL WALLET

The control version

Here's another problem. The control condition was an order form which presented none of the terms, but required people to click to read a full set of small print. However, only 11.06% of people did so, although this group still achieved 42% in the comprehension test. So... erm... 89% of people were just guessing from their general knowledge of mail order?

Oh, and one more problem. The report does not tell us whether the participants could see the materials while they answered the comprehension questions. It just says "After seeing the experiment's materials, participants... answered eight comprehension questions about the material they had seen...".

This is important because in real life you can have the material in front of you if you want the answers at the point you are placing the order. That is the assumption that information designers would make in this case. They would be trying to draw people's attention to key information, not necessarily to help them memorise it. If later access to the same information was important the designer could include it a confirmatory email which the customer could retain and refer to. For example, the 90 day return period could be highlighted on the delivery note. And so on.

In real life, people looking at the FAQ and icon conditions would have no problem in seeing the key information, compared with the control group who would have to click and read a traditional long set of small print. And we know that very few people do that.

If they had the material in front of them, then 57% comprehension is a terrible result. So I suspect they didn't have it in front of them, in which case this is not a test of understanding but of memory, and this is not the same thing at all. And if memory is of interest, educational research standardly distinguishes between immediate recall and delayed recall following a distractor task or the passage of time.

This has been a recurring theme over a long career - expensive and apparently thorough research on the presentation of information, undermined by inattention to design processes and expert critical judgement. The first publication I co-authored in 1976 was on exactly this issue: [Criticism, alternatives and tests](#). It brings out the grumpy old man in me every time.

Information design and academic disciplines

research Rob Waller 15/3/20

I've spent my life trying to make connections between information design and surrounding disciplines. I'm currently trying to get to the bottom of what content design is, reading books by [Sarah Richards](#) and [Meghan Casey](#).

Coincidentally I just spotted a tweet by Sarah asking for thoughts about relevant research on readability, which led to others suggesting there are other relevant disciplines too. This took me back to a talk I gave a long time ago, which I reprinted in 2011 as [Information design: how the disciplines work together](#)

Other disciplines are relevant to us when they point to answers to our problems:

Graphic design: *It looks awful*

Design history: *It looks like nothing they've seen before*

Marketing: *They don't want it*

Branding: *They don't like us*

Market research: *We don't know who they are*

Psychology of perception: *They can't see it*

Cognitive psychology: *They don't understand it*

Applied psychology: *They can't use it*

Text linguistics: *They don't understand the argument*

Sociolinguistics: *They don't think you are talking to them*

Clear writing/rhetoric: *They don't understand the words*

Journalism: *It is boring*

Information science/management: *It doesn't tell them what they need to know*

Information technology: *They can't open the file*

Interface design/HCI: *They can't find their way around*

I'd probably come up with a different list 25 years on, but I'm wondering which of my problems content design solves.

Insanely simple: book review

simplicity Rob Waller 24/7/12

When a book comes out with this title, we have to review it on the Simplification Centre website. It's by Ken Segall who worked for Apple's advertising agency for many years.

The Simple part refers to the secret of Apple's success. The Insanely part refers to how Steve Jobs achieved it. Segall's not saying Jobs was insane - far from it. He hero-worships Jobs. But he was clearly a difficult and even a frightening person to work for - Segall describes Jobs's manner of dealing with 'stupid' people as a rotating gun turret: if someone on a meeting said something he thought stupid, the room would go silent, while "Steve's 'turret' slowly turned toward the guilty party. Everyone know what was coming - but was powerless to stop it."

The simple design of Apple's products and user experience was the vision of one man, with a small group of trusted colleagues. Perhaps alone in the world of big brands, Apple does not believe in doing customer research before launching a new product, although they often respond to critical feedback once a product is launched.

There's something to be said for this approach. When we deal with any system, or any communication, our instinct is to see it as a single personality. So we expect it to be consistent, with a memory of its promises and of the history of our dealings with it. And we expect it to have integrity and politeness – to be truthful, and to want the transaction to succeed. The easiest way to achieve this is to actually have a single personality designing the system and creating the communications: impossible in most large organisations. That's why organisations define their brands in terms of personality, values and behaviours - whatever you think of the 'brand bollocks' with which they express this, it's an effort to create a consistent persona for customers to relate to. Of course, Apple famously personified their brand in the "[I'm a Mac, and I'm a PC](#)" advertising campaign.

Most of the time we have to deal with different departments who don't speak to each other, with computers that only half work, and with organisations whose personnel are constantly moving on. So it would good if one person could create and defend a vision of a product or service that works. In practice it isn't so easy in most large organisations. Most people with access to the detail that matters to customers are too junior for their views to count, and committees rule. That's where the senior champion comes in. In Apple under Jobs, everyone knew there'd be trouble if the simple, coherent customer experience were threatened.

Segall sees Simplicity as a cause that must fought for in the war against Complexity: "We know that Simplicity is a fragile thing. It needs a champion to ensure that it emerges unscathed from the processes that guide any project or endeavor" (page 193). And he shows how Jobs would frequently take risks to achieve his goal.

Apple also insist on simplicity in their product range – while competitors such as Dell or HP offer you a choice of 20 laptops which look very similar, and have confusing names, Apple offer you two or three - it's easy to understand what or who each model is for, to choose the one you want and then to specify various options. So while simplicity means leaving some options out, but it also creates an emotional bond with the product that means you are happy to adapt to it. As Segall puts it, "Simplicity is what makes people feel like they know you, understand you, and ultimately trust you" (page 157).

Trust is at the heart of simplification – if a communication is simple it generally means something has been left out. We trust that it isn't something that proves to be important later. But of course, complicated documents also require trust: that we are capable of reading and understanding them. Either way, organisations have a duty of care toward their customers.

The full title of Ken Segall's books is Insanely Simple: The Obsession That Drives Apple's Success. All those capital letters, and the colon-separated snappy hook plus compelling message, tell you it won't be out of place in the business section of the airport bookshop. Not a bad read, with some great stories about the Great Man... and I really enjoyed the quotes just before the preface:

"Simplify, simplify"

"Simplify"

More on illegible fonts and learning

education, legibility, reading-strategies Rob Waller 5/10/18

I'm delighted to have heard back from Stephen Banham at RMIT who says that this research is in its infancy and that research papers will follow over the next six months or so.

Tweeting about Sans Forgetica brought some precedents to light. In particular, Dominique Joseph alerted me to previous discussions in the plain language community and cited this paper, which itself contains quite a number of earlier references.

[Diemand-Yauman, C., Oppenheimer, D., and Vaughan, E.](#) (2011). Fortune favors the Bold (and the Italicized): Effects of disfluency on educational outcomes. *Cognition*, 118 (1), 111-115

Fortune favors the **bold (and the *Italicized*): Effects of disfluency on educational outcomes**

Connor Diemand-Yauman^a, Daniel M. Oppenheimer^{a,*}, Erikka B. Vaughan^b

^aPrinceton University, Department of Psychology, United States
^bIndiana University, Psychological & Brain Sciences, United States

As the typography in the title shows (well done, *Cognition*, for letting your hair down on this occasion although you could have aligned the x-heights), this study also used less legible type to affect learning. Here's a good summary and discussion of it: <https://digest.bps.org.uk/2010/12/17/harder-to-read-fonts-boost-student-learning/>

And Gianni Ribeiro sent me a link to a critique of this team's work by Meyer et al entitled '[Disfluent Fonts Don't Help People Solve Math Problems](#)'.

My reading of the Sans Forgetica team's press release is that they see the font change as (presumably) noticeable by the reader, but that the difficulty it causes affects them in a way that they are not actually aware of (that is, deeper cognitive processing takes place while they are struggling to read the text surface).

However, Diemand-Yauman and his colleagues seem to suggest that readers see the font change as an explicit signal that they need to interpret and potentially act upon.

'Importantly, disfluency can function as a cue that one may not have mastery over material (for a review, see Alter and Oppenheimer (2009)). For example, studies have shown that fluency is highly related to people's confidence in their ability to later remember new information (e.g. Castel, McCabe, & Roediger, 2007). To the extent that a person is less confident in how well they have learned the material, they are likely to engage in more effortful and elaborative processing styles (Alter et al., 2007).'

So, assuming the RMIT finding is valid, we seem to have a debate about how the illegible font is acting on the reader - whether in a deep unarticulated way, or at the surface level of deliberate reader choices.

Meyer et al characterise it like this:

'Many distinguish *intuitive* thoughts, released merely by exposure to stimuli, from *reflective* thoughts, occurring after deliberate deployment of additional operations (Shweder, 1977).'

They do an extensive review of the Alter et al (2007) study, which they report has been cited numerous times, including popular books by Malcolm Gladwell and Daniel Kahneman. Their paper is a detailed meta-review of a number of studies which try to replicate the effect, and a detailed critique of methodologies employed. Their conclusion is clear from the paper's abstract:

Prior research suggests that reducing font clarity can cause people to consider printed information more carefully. The most famous demonstration showed that participants were more likely to solve counterintuitive math problems when they were printed in hard-to-read font. However, after pooling data from that experiment with 16 attempts to replicate it, we find no effect on solution rates. We examine potential moderating variables, including cognitive ability, presentation format, and experimental setting, but we find no evidence of a disfluent font benefit under any conditions. More generally, though disfluent fonts slightly increase response times, we find little evidence that they activate analytic reasoning.

In my view this is the level of review and critical thinking required before research results are released into the wild.

Ignoring for now this rather devastating demolition job, and going back to the Sans Forgetica and Diemand-Yauman findings... if disfluency is a signal to process the content differently, then it seems no different from other kinds of cues which do not involve illegibility or disfluency – for example, highlighting something in colour, or a teacher saying: ‘make sure you get this, because it’ll come up in the test’.

In fact, I can't see how the font variation *can* go un-hypothesised by the reader, who is bound to ask themselves 'why are these words in bold/italic/a crazy font'.

And, by the way, I italicised the word ‘*can*’ in the last sentence to emphasise it, not so you would remember just that word. Font changes already exist in our writing system, and have generally agreed functions.

In the world of instructional research, typography has occasional moments in the sun. This one reminds me of 1980s work on ‘typographic cueing’ (for example, Glynn 1978) which also used highlighting to signal important concepts. A problem with many such studies is that text is already visual as well as verbal. Typography and layout already exist and are used by readers to navigate documents and ideas, and to read actively and strategically.

And underlying all of this is an often unacknowledged debate about whether learners are passive sponges, soaking in knowledge (squeezed out later in a test, as proof of learning) or whether they are active participants in education.

Instructional designers have been debating this for many years. When I first worked alongside them at the Open University in the 1970s, educational psychology was in transition from behaviourism to cognitive theories. Behaviourists essentially saw humans as a sophisticated form of rat, whose responses to stimuli (rewards and punishments) could be studied and manipulated. They looked at observable behaviours, rather than speculate too much about invisible cognitive processes. In the educational context, this led to ‘programmed learning’ in which content was learned in tiny steps, with success rewarded along the way. With the exception of certain types of industrial training this led nowhere.

An influential researcher at the time was Ernst Rothkopf,* whose theory of ‘mathemagenic behaviours’ suggested that there are behaviours that give rise to learning, which can be induced or encouraged, even though not observed. Mathemagenic behaviours could be encouraged through, among other things, frequent inserted questions in text, which appeared to influence learning not only of the topics thus highlighted, but of other parts of the text also. Many, many studies were published on the topic.

I only mention it in order to introduce a famous review of the theory by Ronald Carver (1972) – a very readable and quite excoriating critique that’s a great introduction to instructional research at that time. I like his conclusion that ‘It appears it would be a questionable use of the practical decision-maker's time for him to wade through this recent research since it is mainly irrelevant to most applied situations.’ Still applies...

It's relevant to this current discussion for three reasons.

Firstly, Carver is very convinced that the speed at which students read, and the time they spend on text affects learning – so this supports the Sans Forgetica team's view that slowing people down is a good thing. He cites a very early paper by Green (1931) who first pointed this out, and criticises numerous researchers for failing to control for this and report on it.

Secondly, he brings the learner's own strategy into the foreground. He talks of ‘self-directed reading as a problem-solving process’ and of the reader's ‘plan’ or ‘program’ being of primary interest, rather than speculation about observed behaviours.

Lastly, he points out that a statistical difference in a lab experiment is not in itself of value unless it relates to a theory (and I would extend this to: unless it survives in a practical environment). Without the theory, which enables generalisation, the result doesn't matter.

Alter, A. L., & Oppenheimer, D. M. (2009). Uniting the tribes of fluency to form a metacognitive nation. *Personality and Social Psychology Review*, 13: 219–235.

Alter, A. L., Oppenheimer, D. M., Epley, N., & Eyre, R. (2007). Overcoming intuition: Metacognitive difficulty activates analytic reasoning. *Journal of Experimental Psychology*, 136: 569–576.

Carver, R.P. (1972) A critical review of mathemagenic behaviors and effect of questions upon the retention of prose materials. *Journal of Reading Behavior*, 4: 93-119.

Castel, A. D., McCabe, D. P., & Roediger, H. L. III, (2007). Illusions of competence and overestimation of associative memory for identical items: Evidence from judgments of learning. *Psychonomic Bulletin and Review*, 14: 107–111.

Diemand-Yauman, C., Oppenheimer, D., and Vaughan, E. (2011). Fortune favors the Bold (and the Italicized): Effects of disfluency on educational outcomes. *Cognition*, 118 (1), 111-115.

Glynn, S.M., (1978) Capturing readers' attention by means of typographical cuing strategies. *Educational Technology*, 18 (11): 7-12.

Green, E.B. (1931) Effectiveness of various rates of silent reading of college students. *Journal of Applied Psychology*, 15: 214-227.

Meyer A., Frederick S., Burnham T.C., Guevara Pinto J.D., Boyer T.W., Ball L.J., Pennycook G., Ackerman R., Thompson V.A., Schuldt J.P. (2015). Disfluent fonts don't help people solve math problems. *Journal of Experimental Psychology: General*, 144(2): 16-30

Rothkopf, E.Z. (1970) The concept of mathemagenic activities. *Review of Educational. Research*, 40: 325-336.

Shweder, R. A. (1977). Likeness and likelihood in everyday thought: Magical thinking in judgments about personality. *Current Anthropology*, 18, 637– 658.

*In case I'm misunderstood, my memories of Ernst (who I met at several conferences) were of an exceptionally warm, generous and approachable man who thought deeply about teaching and learning. I often quote one of his observations in support of the importance of layout – that people often remember things from the position on the page where they read them.

Rothkopf, E.Z. (1971) Incidental memory for the location of information in text. *Journal of Verbal Learning & Verbal Behavior*, 10, 608-613

No comment

banks, financial-information, small-print Rob Waller 8/3/12

You made a great start with the heading, LloydsTSB, but keep going!

The plain and simple facts.

Representative example.
Representative **15.9% APR** (variable). Based on you borrowing **£1,200*** over 12 months and a purchase rate of **15.94% p.a.** (variable).
*Credit limits will vary based on your individual circumstances.

It's always good to know exactly where you stand. So we've put together a table to give you a clear summary of all the key credit card features. For more detailed information, take a moment to read the product terms and conditions.

SUMMARY BOX – AIRMILES DUO CREDIT CARD ACCOUNT				
The information contained in this table summarises key product features and is not intended to replace any terms and conditions.				
APR				
Representative 15.9% APR variable				
Interest rates		Introductory rate	Monthly rate	Simple annual rate
	Purchases	Not applicable	1.240%	14.880%
	Cash Withdrawals	Not applicable	2.075%	24.900%
	Balance Transfers	0% p.a. on Balance Transfers you make in the first 90 days after we open your account. This rate is fixed for 6 months from the date the transferred balance is put on your account.	1.240%	14.880%
	We may apply the standard interest rate during any special promotion period to any transaction if in any month you do not make at least your minimum payment by the minimum payment date or if you exceed your credit limit at any time.			
Interest-free period	* Maximum 56 days for purchases if you pay the full balance shown on your previous and current statement on time.			
Interest charging information	* You will not pay interest on new purchases if you pay the full balance shown on your previous and current statement on time. Otherwise, the period over which interest is charged is as follows:			
		From	Until	
	Purchases	date debited to your account	paid in full	
	Cash Withdrawals	date debited to your account	paid in full	
	Balance Transfers	date debited to your account	paid in full	
Allocation of payments	We use any payments you make to pay off Transactions that appear on your statement starting with those on which we charge the highest rate of interest, and so on down to the lowest rate of interest. If the payment is not enough to pay off all Transactions of a particular interest rate, we will pay off Transactions charged at that interest rate in the following order: Cash Withdrawals, Purchases, Balance Transfers and Cheques, followed by the charges in conditions 7.1, 7.2 and 7.3 (see the default charges section below for details of these charges). If you pay more than the amount due shown on your statement, we will use any remaining payment to pay off Transactions that have not yet appeared on your statement in the same order as those that do appear on your statement. In this condition, "Transaction" includes the amount of the Purchase, Cash Withdrawal, Cheque or Balance Transfer plus any interest, charges or insurance payment charged as a result of that Transaction. For example, a Cash Withdrawal charge is included as part of a Cash Withdrawal.			
Minimum repayment	You must make a minimum payment by the payment date every month of an amount equal to the total of interest, any charges payable under condition 7.1, 7.2 or 7.3 and 1% of the balance shown in your statement (minimum £5, or the full balance if less than £5). In addition to your minimum payment, you can repay all or part of what you owe at any time.			
Credit limit	Minimum credit limit	£500. Your cash limit is 50% of your actual limit.		
	Maximum credit limit	Subject to status.		
Fees	No annual fee.			
Charges	Cash withdrawals	3% or minimum £3.		
	Balance Transfers	3% for each individual Balance Transfer.		
	Credit card cheques	3% or minimum £3 for each individual cheque.		
	Foreign currency transactions	2.95% of the amount of the sterling transaction value.		
	Copy statements	£6 for copies of non-current statements.		
	Copies of transactions	£5 for each copy of a record of a transaction.		
Default charges	Late Payment charge, Returned Payment charge and Overlimit charge	£12.		

These details are correct on 24 February 2011.

Credit cards are designed to be a flexible form of borrowing. Paying the minimum amount every so often can help you manage your money more effectively, although we would not recommend that you make minimum payments for a long period of time once your promotional offers have ended. Once your account is open, you can set up a Direct Debit for any fixed amount over the minimum payment by calling **0845 606 2172**. Lines are open Monday-Friday 8am-10pm, Saturday-Sunday 8am-4pm.

Olympic Symbols - the visual language of the Games

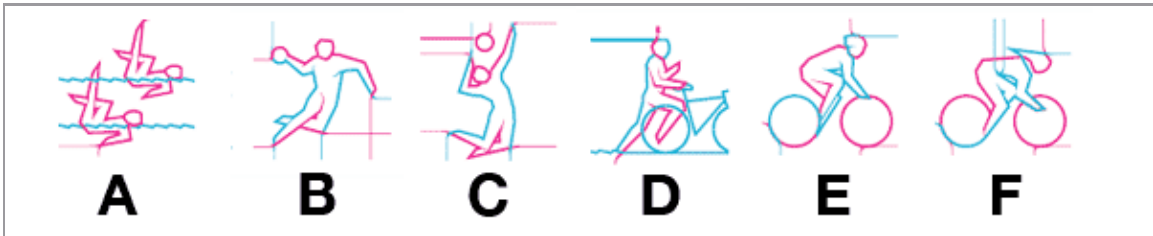
easy-to-read, icons, pictures, symbols Will Stahl-Timmins 27/7/12



Hello, simplification centre blog readers. I'm Will Stahl-Timmins, an information designer / researcher from the University of Exeter. As the 2012 London Olympic Games are starting as I write this, I thought my first post here should take a look at something about presenting and communicating information at the Games. Each of the Games since 1964 has used a set of symbols to represent the different events. For example, here is the running symbol from each year:

Each Olympic Games is an international and multicultural event - attended in the host city by people from all over the world. The idea of the symbols, presumably, is to help guide people around the venues - whatever (verbal) language they speak. This works because of a visual language that is shared by all those that are attending - the body language and positioning of the athletes (and/or their equipment, depending on the symbols used). A single image can be much more effective than a list of 20 different languages for a single event.

Having said that, I wonder how easy it is to understand the symbols themselves - have a try at guessing which event at the 2012 Games is represented by each of the following symbols (answers below):



- Answers:**
A: Synchronised Swimming
B: Handball
C: Volleyball
D: Triathlon
E: Cycling - Road
F: Cycling - Track

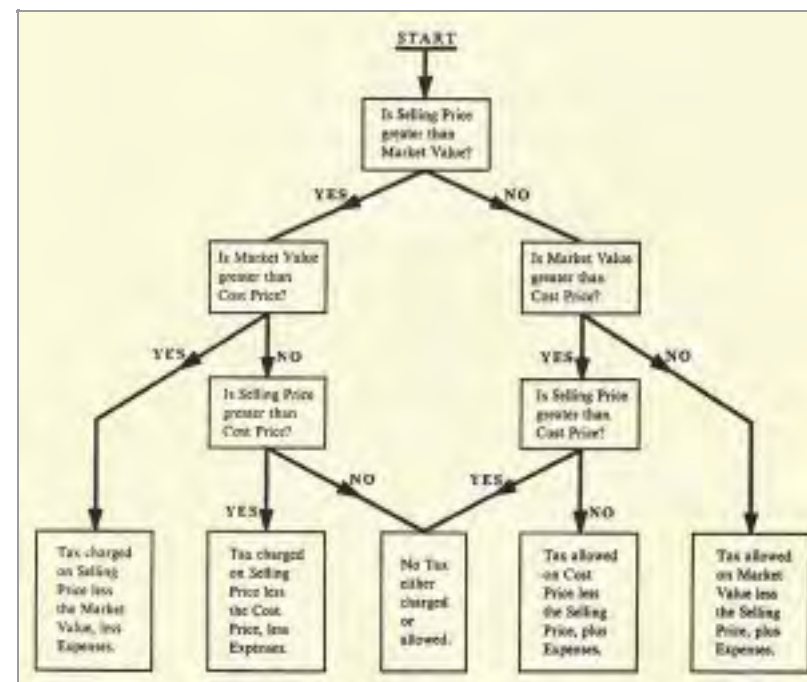
While some sports may be easier to symbolise in this way than others, you could argue that it might be easier to learn a pictogram than a word in an unfamiliar language. If you need to communicate with a group of people that speak many different languages, ask yourself whether a picture might be a useful way of either replacing or augmenting a text. And Rob Waller blogged about Easy Read a few days ago - a system of communicating with both text and pictures, to make it easy for people with learning disabilities.

But don't assume that it will be clear just because it is a picture. You may have to test it, to explain it and to make sure it doesn't just say what it is, but what it is not. Two key differences between handball and volleyball are emphasised in these symbols: the volleyball symbol includes a net, which handball does not have. And the handball symbol shows the player holding the ball, which is not allowed in volleyball. But of course you'd have to know the rules first.

Outcomes from reading: memory, understanding and use

Rob Waller 19/6/21

[Elsewhere](#) I've mentioned a pioneer of visualisation, Brian Lewis, who I was fortunate to count as a colleague in my early career. He developed flow charts, called ordinary language algorithms, for showing pathways through regulatory text.*



One important (and perhaps counter-intuitive) idea from this work is that visualisations may not have an explanatory role at all, but simply lead the user down a pathway to the answer. Ordinary language algorithms break down content into such small steps that no mental effort need be expended in trying to build a mental model of the whole. In fact a paper co-authored by Brian was entitled 'Algorithms and the *prevention* of instruction' (my emphasis).**

Lewis, Horabin and Gane (1967) make an important distinction between **memory**, **understanding** and **use** of documents. These outcomes are sometimes conflated in studies of document design (those, that is, that measure success through tests of comprehension or recall), but they are distinct goals for readers.

Memory is a limited goal for most people, since writing is itself a memory tool, and smartphones give us instant access to things which our ancestors might have memorised. For most of us who earn our living from our brains, it still underpins our job-related understanding and competence – but this may not stretch to memorising the termination clause of our mobile phone contract.

In many situations, understanding is also a limited goal. We regularly read and use signs when driving or walking, often gaining no understanding or memory of our route. We read the signs, use the information and immediately discard it. Steve Krug's influential guide to the design of user interfaces is entitled *Don't make me think*.*** Just because we have been told something, it does not mean we now 'know' it.

* Lewis B, Horabin I and Gane C, (1967) [Flow Charts, Logical Trees and Algorithms for Rules and Regulations](#), HMSO.

** Horabin I, Gane C and Lewis B, (1967) *Algorithms and the Prevention of Instruction*, Cambridge Consultants (Training) Limited (I only cite this for the title, as I haven't managed to locate a copy of it).

*** Krug S, (2005) *Don't Make Me Think: A Common Sense Approach to Web Usability*, 2nd edition, New Riders.

Remembering algorithms

data-visualisation, diagrams, small-print 13/11/19

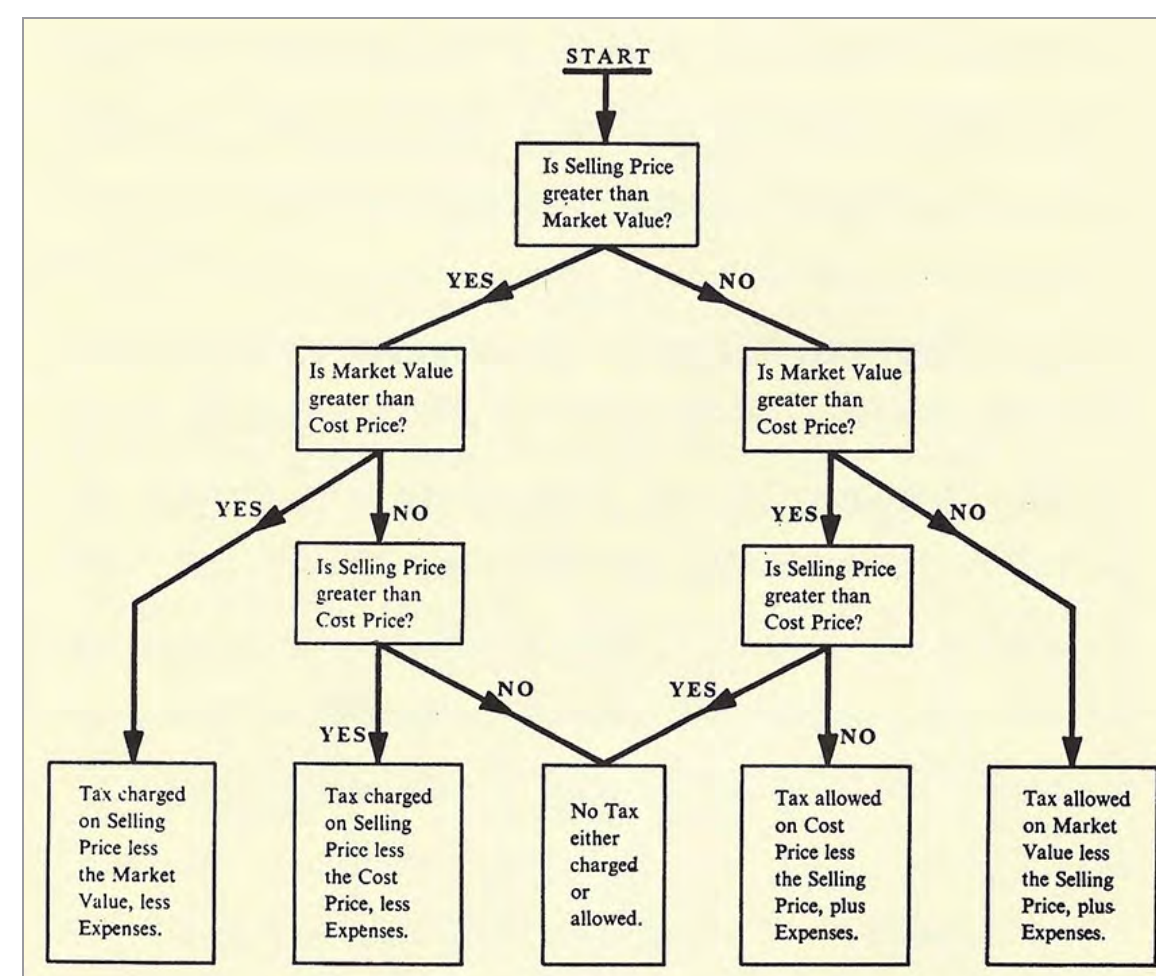
Visualising legal and regulatory text is quite a current issue. But it's actually quite an old idea. One of the pioneers was one of my first bosses, Brian Lewls who co-authored pioneering work on this in the 1960s.

Here's an example from a letter sent to taxpayers.

"If the asset consists of stocks or shares which have values quoted on a stock exchange (see also paragraph G below), or unit trust units whose values are regularly quoted, the gain or loss (subject to expenses) accruing after 6 April 1965, is the difference between the amount you received on disposal and the market value on 6 April 1965, except that in the case of a gain where the actual cost of the asset was higher than the value at 6 April 1965, the chargeable gain is the excess of the amount you received on disposal over the original cost or acquisition price; and in the case of a loss, where the actual cost of the asset was lower than the value of 6 April 1965, the allowable loss is the excess of the original cost or acquisition price over the amount received on disposal.

If the substitution of original cost for the value at 6 April 1965, turns a gain into a loss, or a loss into a gain, there is, for the purpose of tax, no chargeable gain or allowable loss."

Brian and his colleagues presented like this:



I've scanned in one of their key publications and written some notes about it. [Click here to access Lewis, Horabin and Gane 1967: an information design classic.](#)

Sans Forgetica... hmmm

research, legibility Rob Waller 4/10/18

Newspapers the world over have featured a new font developed by RMIT, the Australian university, which claims to aid learning. It's got a great name, Sans Forgetica, but its designer's claim sounded preposterous enough for me to check it wasn't published on 1 April

Designed to be slightly illegible, it slows readers down, and the claimed effect is that they learn more, using a principle known as 'desirable difficulty'.



According to the [RMIT press release](#)

'Sans Forgetica has varying degrees of 'distinctiveness' built in that subvert many of the design principles normally associated with conventional typography. These degrees of distinctiveness cause readers to dwell longer on each word, giving the brain more time to engage in deeper cognitive processing, to enhance information retention.'

But surely the brain can't engage in deeper cognitive processing if it's wasting capacity on trying to even decipher the words.

Of course, I may be betraying my ignorance of cognitive theory here. Indeed, according to [a report in the Guardian](#), 'about 400 university students have been involved in a study that found a small increase in the amount participants remembered – 57% of text written in Sans Forgetica compared with 50% in a plain Arial'.

That's impressive, and the newspaper articles and RMIT's website stress the science behind Sans Forgetica – a combination of design principles and cognitive theory – so my first thought was to look a little more closely at the research.

But so far I haven't managed to track down the science behind this. They haven't rushed the launch, as there's a series of well-produced videos, press releases and fonts to download, but there seems to be no link to a research report, and the publications listed in the relevant staff profiles on the RMIT website don't include anything on this topic.

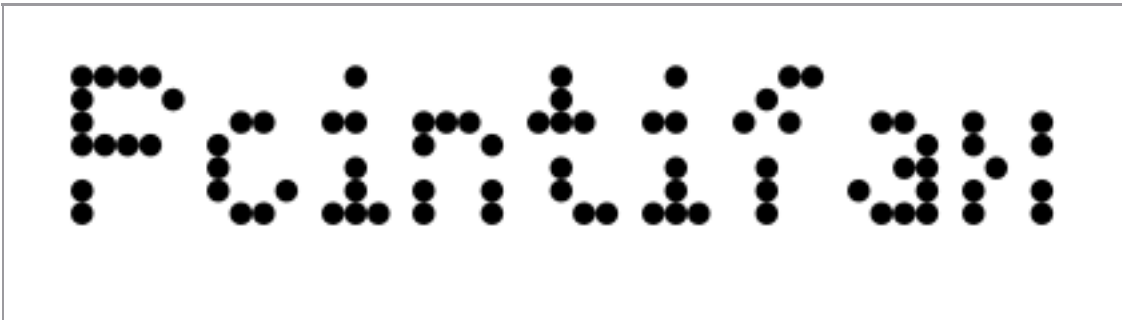
I've emailed to request it, and will review it when it arrives. But in the meantime here are some of my concerns.

I'll be asking questions like: What exactly are the design principles? How statistically significant is the data? How did they test memory? How long were the texts the students had to remember? Were they told they would be tested? Did they ask them to reproduce the texts word for word? If not, how did they score their responses? Did the text require any processing or transformation of the content? How long was the gap between the stimulus and the test? Did they just compare font legibility, or did they also include other ways to slow readers down?

For this to be science, as the headlines claim, there needs to be a clear theoretical underpinning, peer review and enough information for others to be able to reproduce the study elsewhere.

Reading speed has been the classic measure of legibility for many years – so perhaps any sub-legible font would do the trick of slowing people down.

There are loads of semi-legible fonts out there. How about [Pointifax](#), inspired by early dot matrix printers? Or just print it in 8pt grey type like some design books I own.



And research also shows that accuracy declines along with speed. I found this in (unpublished) legibility research I did while working at the Open University in the early 80s, and Pat Wright published a classic study of proof-reading on screen vs paper which showed the same thing. In 1983 computer screens were pretty illegible (not far off the Pointifax sample above), and Pat showed that not only did proof-readers slow down when reading on screens, but they failed to spot as many errors.*

I can understand that it can be desirable to slow the reader down, or at least for the reader to slow themselves down – that's at the heart of higher order reading skills. Skilled readers change pace, re-read passages, make notes, stop and think, but they do it in a self-aware, deliberate way using metacognitive skills.

But it appears the RMIT researchers are deliberately diverting the reader's working memory away from grappling with content towards grappling with the font. This seems odd and counter intuitive, so I would have like to see some other conditions in the research – other strategies for slowing people down or encouraging metacognition and self-directed learning.

Classically these would include inserted test questions, activities or even just writing well... Or telling people to stop and think – the Open University in the 1970s used 'student stoppers' – bars across the page that signalled this was a good point to stop and reflect on what you've just read.

In fact, based admittedly only on its Wikipedia entry, 'desirable difficulty' as a teaching strategy appears to be much more akin to these techniques – test questions and flashcards are mentioned.

Encouragingly in one report (on the website www.educationreview.com.au), the designer, Stephen Banham, points out that the font is not meant for long passages of text:

'It's only meant for very small [sections of] text. It could be a small quotation or a particular line of text that a student wants to remember. The more sparingly you use it the greater the power it will continue to have.'

But the report goes on to say, 'Banham added that the impact of the font is tested but not proven, and said he's interested to see how it's used and what life it has after it's released to students.'

Tested but not proven... an interesting perspective, and not one conveyed by the press coverage.

*Wright & A. Lickorish(1983)Proof-reading texts on screen and paper, Behaviour & Information Technology, 2:3, 227-235, DOI: [10.1080/01449298308914479](https://doi.org/10.1080/01449298308914479)

Suggestions for improving the communication of the European Model Clauses for Responsible and Sustainable Supply Chains

Rob Waller 3/12/24

That title is quite a mouthful, given it's actually about plain language in commercial contracts. This post is about a contribution we've made to a consultation about contracts that promote human rights and care for the environment.

The issue

Most household goods come to us via complex global supply chains. For example, in the fashion world there are the large retail chains (such as Zara, H & M, etc) at one end of the supply chain. At the other end are poorly paid garment workers in developing countries such as Bangladesh.

Most brands have a policy on human rights, modern slavery and similar issues, but in many cases it is quite theoretical. They still make demands on suppliers that inevitably lead to abuses, as they demand lower prices and faster delivery. They change or cancel orders with little regard to how it will affect the factory at the end of the globe, and when retailers closed down when Covid19 hit, a million workers in Bangladesh lost their jobs.

The Responsible Contracting Project (RCP) describes the problem with this hard-hitting description of the issues faced by workers:

"This project was born of challenge, frustration, and hope. There is little doubt that workers in international supply chains are being abused, in the most horrifying ways, even as they work to produce the staples of our everyday lives and indeed support much of our economy. Young children and enslaved people pick and process cocoa and coffee beans; they pick and process cotton; they sew clothes, weld steel, and assemble sporting goods; they mine rare minerals and extract valuable sources of energy. Many workers find themselves in injurious and even deadly working conditions, with people hurt and killed by the hundreds. Supply chains can be riddled with modern forms of slavery, particularly debt-bonded labor. Much has been invested in ameliorating these conditions but not enough. They continue, and they are now sharpened and heightened by the enveloping crisis of the COVID-19 pandemic."

It is common for contracts to include human rights concerns, but responsibility is just passed down the supply chain, unenforced and probably unenforceable.

There have been various initiatives to make things better. At the heart of the new approach is the concept of cooperation between the buyer and supplier. Model contract clauses have been developed in the hope that buyers will include them in contracts with suppliers. Only now firms that adopt these clauses can't just pass on the responsibility but are obliged to work together to solve problems. And the buyer has to support the seller in setting up good processes and facilities. At the heart of this is the concept of due diligence: buyers who adopt the model clauses will be undertaking to actively monitor what happens in reality.

Our summer school project

Following initiatives in the USA, there is now a European initiative known as the European Model Clauses (EMCs). It has been published for consultation, and comments were due in by 2 December 2024.

You can find the draft EMCs on the [Responsible Contracting Project](#) website, along with a lot of background information (including the US projects).

During the Information Design Summer School, we set this as a project – to review the model clauses and find ways to improvement their presentation. In recent weeks one of the summer school teams got together to finish the work and prepare a report to submit to the European Working Group (drafters of the EMCs) as comments. So here's a shout-out to Hilary West, Peter Hornsby, Sarah Tayeb, Gwendoline Clavé, and Tania Malréchauffé.

You can [download our comments here](#).

We've based them on the recently published ISO standard for plain language ([ISO 24495-1:2023](#)), and included transformations by 4 of the team, as well as general remarks about the communications challenge of addressing different audiences and contexts.

We'd like to know what you think. We hope we don't come across as overly critical because we're huge supporters of this initiative. We think the team does understand the need to communicate simply and directly, but has started with their main focus on the content.

The Easy-to-Read network

easy-to-read, equality-act Rob Waller 11/7/12

I spent today at a workshop organised by the Network. [2022 note: this organisation seems to have disappeared or merged, but [Inclusion Europe](#) covers the same ground]. There was quite a range of interpretations of what easy-to-read documents are like - all use language that has been simplified to some degree, but they don't all make the heavy use of illustrations that I had expected.

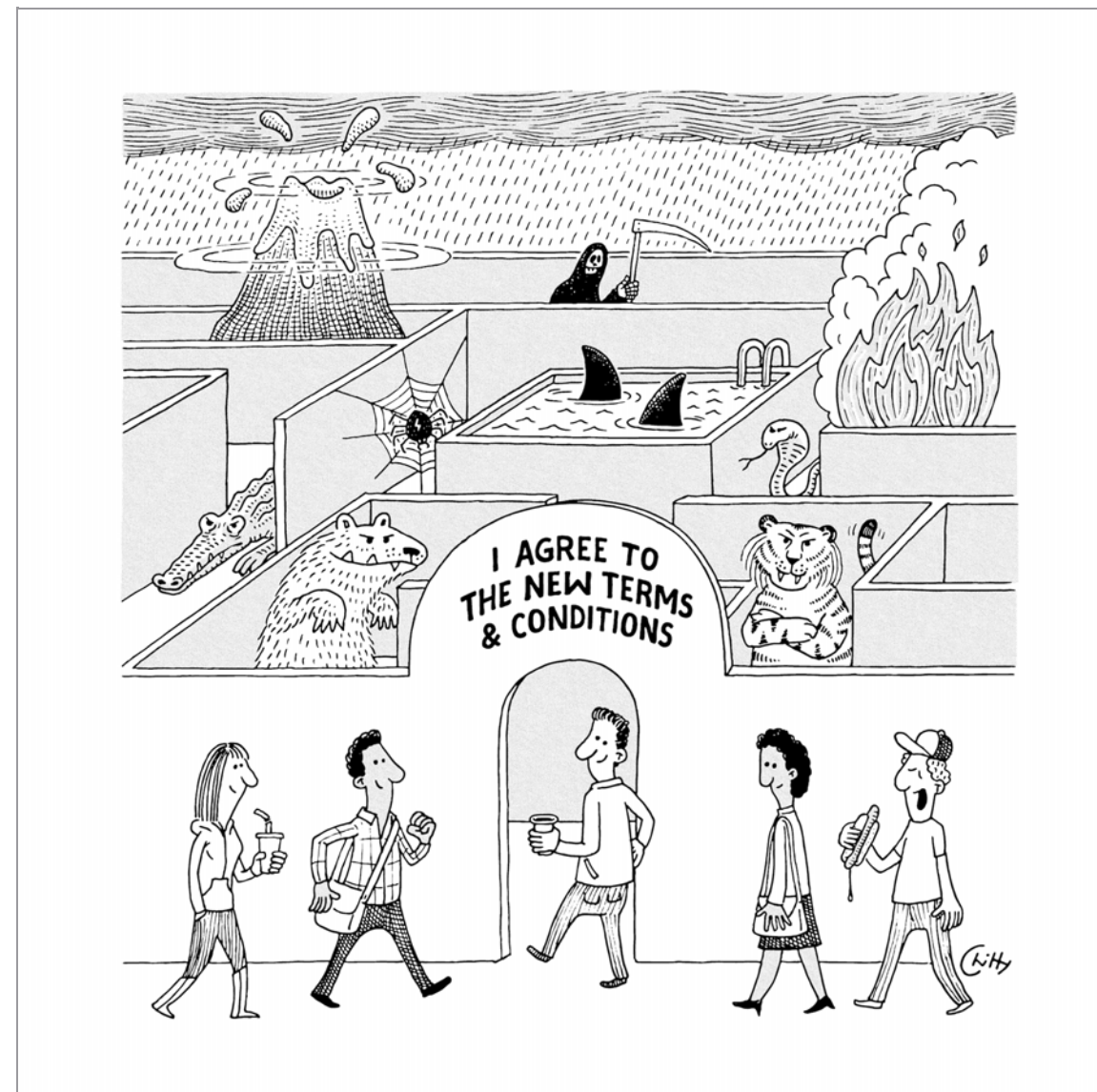
In the UK there's a system known as Easy Read, promoted by Mencap, and 'translation' services are offered by a number of agencies. It is characterised by very simple content, with each concept supported by a picture.

But many of the Easy-to-Read documents I've seen today are quite different - with more text and fewer illustrations, they seem to be addressing a different audience. There does seem to be a scale of 'easiness', whatever that means - three levels were suggested to me when I asked - although it is not very tightly defined. I think we need better definitions of exactly what Easy-to-Read is, and who it is for, at each level. For one thing, the Equality Act puts pressure on public sector organisations to communicate to all audiences, and they need to manage the process of selecting candidate documents, and monitoring compliance.

There be dragons

Rob Waller 1/12/20

I'm now going to be humourlessly literal-minded about this nice cartoon by Tom Chitty in the latest *New Yorker*.



When oblivious, distracted consumers click on the terms and conditions to upgrade their smartphone, do they in fact face certain death? And if so, why do they do it.

Well, obviously they want to upgrade their smartphone, and most don't think the threat of being stalked by targeted advertising is all that bad.

According to research by Yannis Bakos and others only 0.1% of people read online boilerplate (yes, I'm surprised it's that many too). In another study, Franklin Snyder and Ann Mirabito found that, being unable to understand the legal language in sales agreements, consumers just took the game elsewhere. Rather than pursue legal processes, they preferred to appeal to the company's moral obligations through negative social media reviews.

So are the terms and conditions just a paper tiger after all? Well, they are until they're not... and on principle it's just wrong to claim you have told people something, when in reality you've just dumped it on them in illegible type and forced them to claim that they understand it.

Bakos Y, Marotta-Wurgler F and Trossen D, (2014) 'Does Anyone Read the Fine Print? Consumer Attention to Standard-Form Contracts' *Journal of Legal Studies* 43:1.

Snyder F and Mirabito A, (2019) 'Boilerplate: What Consumers Actually Think about It' *Indiana Law Review* 52:431.

Cartoon © The New Yorker. Reproduced under licence.

Truthful declarations

declaration, fine-print, small-print Rob Waller 14/7/20

It's been called the 'greatest lie' – we're constantly being asked to confirm that we have 'read and understood' stuff we can't possibly read and will never understand. But we want the software or the insurance so we tick the box.

NS&I, the UK government savings organisation, have the model declaration which we could all agree to without perjuring ourselves. Now, can everyone else copy them?

Terms and conditions

Please read the customer agreement and privacy notice below. If there is anything you do not understand, contact us and we'll be happy to help.

Brochure, including customer agreement

Summary box

Privacy notice

☒

Tick to confirm that you've had the opportunity to read the above documents.

Try to Forgetica

research, legibility Rob Waller 22/6/20

Sans Forgetica, the ‘scientifically designed’ font that ‘improves memory’, still has not appeared in a peer-reviewed article authored by its originators at RMIT. See my previous [blog posts](#).

From the last email I received from the authors I understand it was being reviewed by a journal in March, and of course these things do take time. It has, however, appeared in peer-reviewed papers by other teams, who in the eighteen months or so since the Sans Forgetica study was announced, have found the time to raise funds, run studies and submit them to journals.

Both teams make their opinion known in forthright and unmistakeable titles:

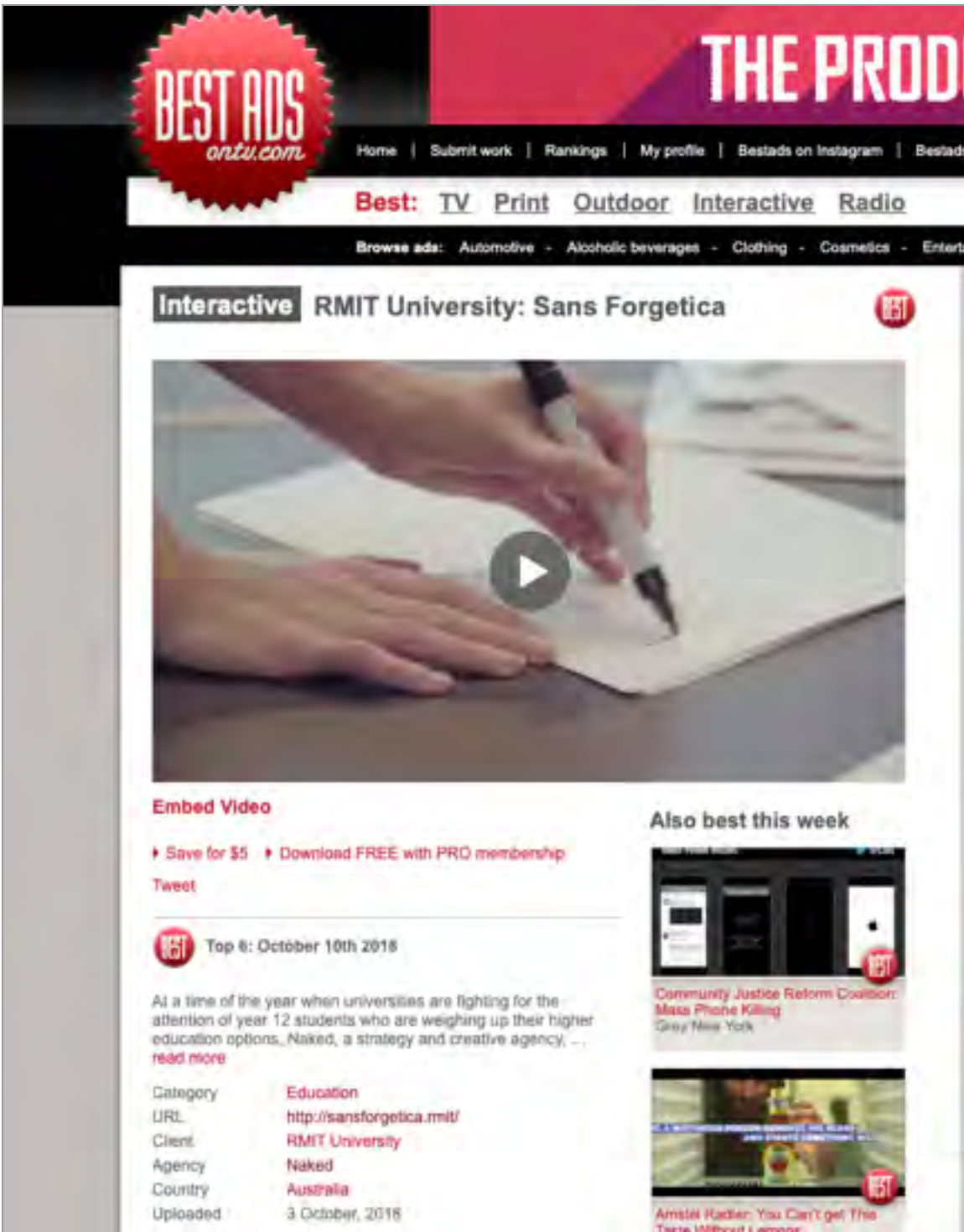
‘**Sans Forgetica is not desirable for learning**’ (Geller et al 2020) and ‘**Disfluent difficulties are not desirable difficulties: the (lack of) effect of Sans Forgetica on memory**’ (Taylor et al 2020).

Geller includes an unusually blunt dressing-down of the RMIT team in his conclusion:

‘As scientists, our job is to properly evaluate the evidence and correct erroneous information. Accordingly, we are compelled to argue against the claims made by the Sans Forgetica team and various news outlets and conclude that Sans Forgetica should not be used as a learning technique to bolster learning.’

In the interests of full disclosure, a third paper, by Eskenazi and Nix (2020) found some benefits in a very specific context for learning word meanings and spellings (only for high-skill learners).

Dig a little deeper into how Sans Forgetica was developed as a project, and it turns out to be entirely conceived as a publicity exercise by RMIT’s advertising agency Naked Communications. All power to Naked, who seem to have won quite a few awards for the campaign. For example it was best in class in the Communications category of the prestigious [Good Design Awards](#), , and it won a [D&AD](#) award. In fact the more I googled the more appeared.



And it’s listed as one of the ‘[best ads on TV](#)’.

Here’s what they say about it:

At a time of the year when universities are fighting for the attention of year 12 students who are weighing up their higher education options, Naked, a strategy and creative agency, has worked with RMIT University to develop a campaign with a world-first innovation. Working with researchers and academics from RMIT’s School of Design and Behavioural Business Lab, Naked has created a new font specifically designed and tested to help students remember typed study notes. It’s called Sans Forgetica.

It’s a little shocking to see how a university as prestigious as RMIT has allowed itself to turn the respected process-driven disciplines of design and behavioural research into a publicity stunt.

But they couldn’t be prouder. An RMIT-authored piece in [FE News](#) repeats much the same story, and recounts how good Sans Forgetica has been for the careers of team members:

Since the font’s launch, [Janneke] Blijlevens has begun collaborations with education researchers, secondary schools and clinical psychologists to further the work. The Behavioural Business Lab has also signed an agreement with Icon Agency to inform evidence-based social change interventions with its insights and methods...

...Behavioural economics lecturer Dr Jo Peryman said the group was excited to see where Sans Forgetica went next. “As the font was designed to help students prepare for their exams, I think our next challenge is to test Sans Forgetica in the classroom,” she said.

That’s genuinely really good to hear that the publicity for Sans Forgetica has opened up all these important collaborations. But excuse me, Jo: listen to yourself. You’ve released this laboratory creation into the wild and allowed an advertising agency to make exaggerated and un-nuanced claims about it, but only now think you should actually test it in a real situation.

The real success of Sans Forgetica has been for Naked Communications. As they report in [Marketing](#) magazine:

Sans Forgetica has captured imaginations both locally and globally, and has proven to be a ground-breaking success from both a brand and acquisition perspective. While data for university preferences is not yet available, all lead indicators are showing that by finding a way to be more useful, Sans Forgetica is delivering a truly memorable result:

- 700 million earned media impressions
- \$7 million earned media value
- 27 million social impressions
- 69% share of category voice
- 265,000 font downloads (objective was 22,500), and
- 87,000 email leads generated.

Results above are for the first six weeks after the launch: the key revision and exam window for school leavers. Given the nature of the project, font downloads and leads will continue to be delivered on an ongoing basis. So much more than a traditional advertising campaign, Sans Forgetica has become a product with its own place in culture. People are sharing and using the font in their own quirky ways, and academics around the world are in discussions with RMIT about further research applying Sans Forgetica in clinical applications, as well as extending it to other languages.

Those results are truly mind-boggling, given they are just for the first six weeks. This thing is still rumbling along on Twitter, in various languages.

So well done, guys, but perhaps next year you could work with the Physics Department to invent cold fusion. That should get some media impressions.

Jason Geller, Sara D Davis, & Daniel Peterson (2020, May 23). Sans forgetica is not desirable for learning. <https://doi.org/10.31234/osf.io/ku5bz>

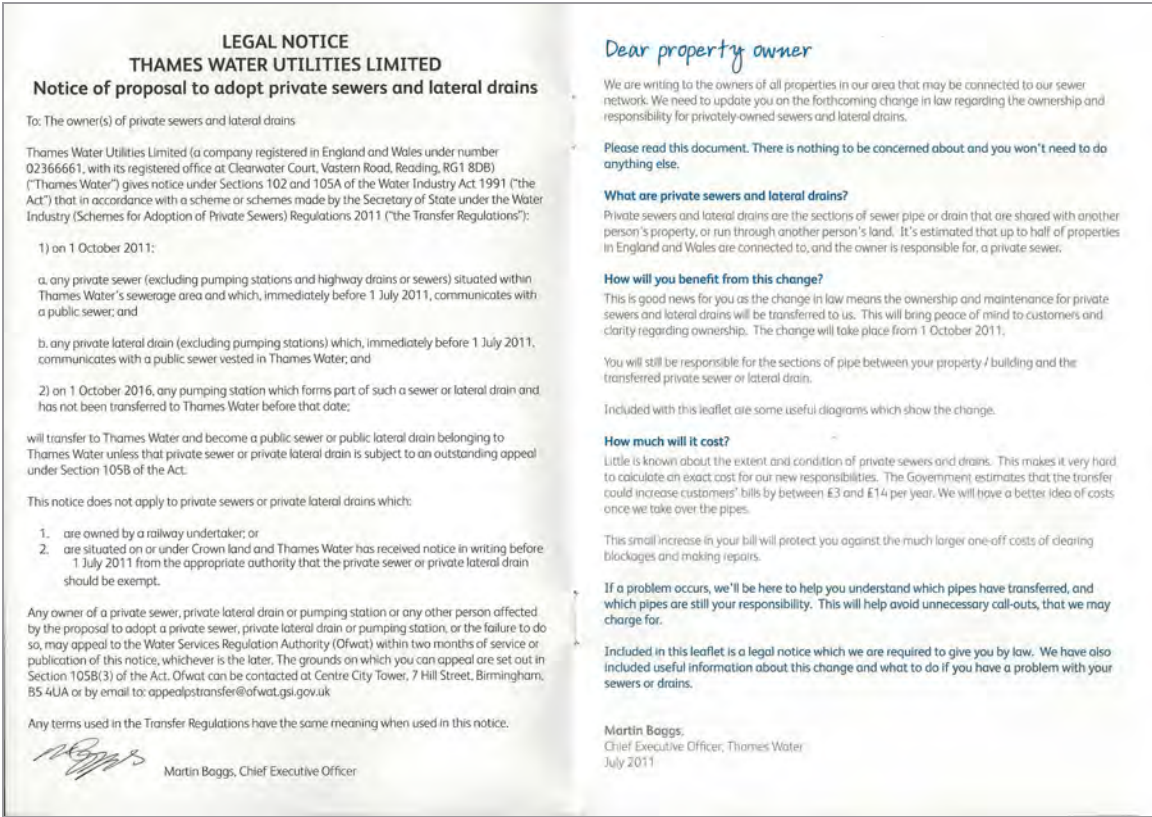
Andrea Taylor, Mevagh Sanson, Ryan Burnell, Kimberley A. Wade & Maryanne Garry (2020) Disfluent difficulties are not desirable difficulties: the (lack of) effect of Sans Forgetica on memory, Memory, DOI: [10.1080/09658211.2020.1758726](https://doi.org/10.1080/09658211.2020.1758726)

Michael A Eskenazi & Bailey Nix (2020). Individual differences in the desirable difficulty effect during lexical acquisition. *Journal of Experimental Psychology: Learning, Memory, and Cognition*. Advance online publication. <https://doi.org/10.1037/xlm0000809>

Two texts and a diagram

diagrams, small-print, trust Rob Waller

Last year we received a short booklet from Thames Water about changes in the law concerning the responsibility for sewer pipes - in the past the home owner has technically been responsible for the pipe from their home up to the point where it meets the sewer in the road. Last year the water company became responsible up to the edge of your property. This is a good thing.



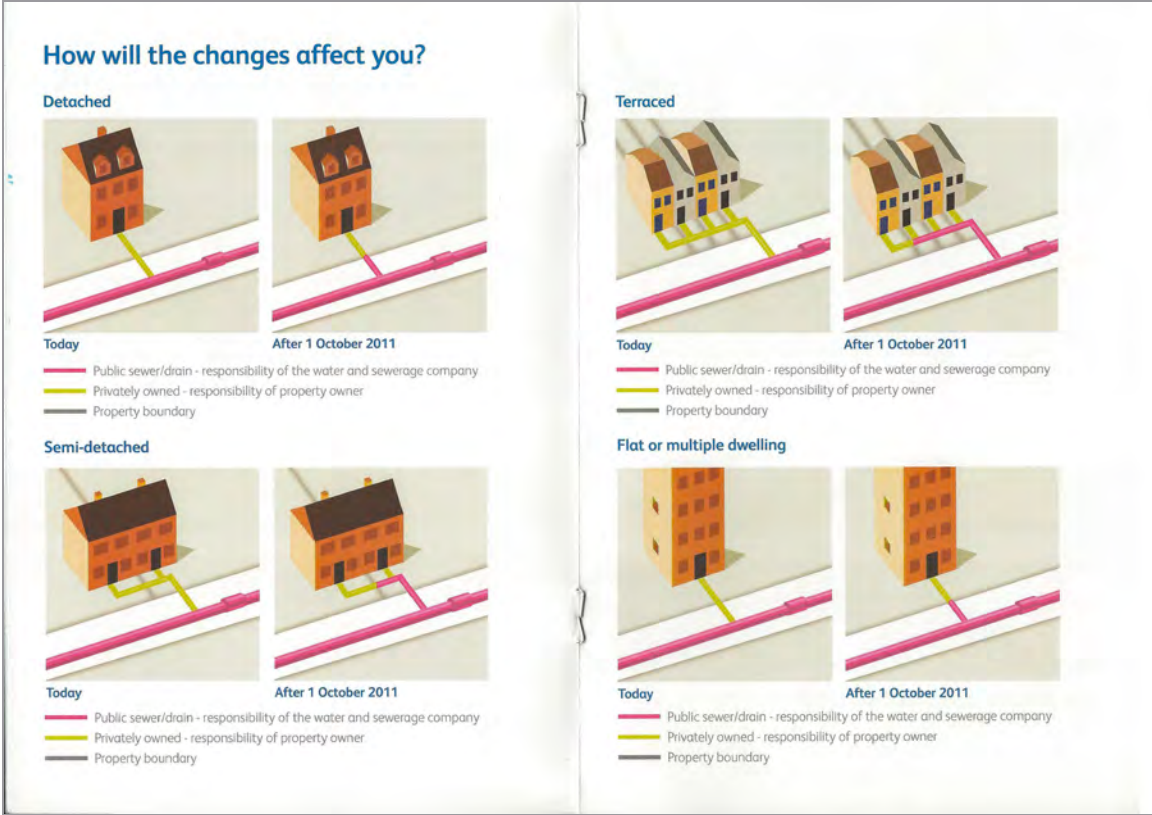
Page 1 has the legal text: mostly unintelligible and slightly worrying. But things look up on page 2, which is in plain English, and most importantly tells you how to feel about it: "There is nothing to be concerned about...", "This is good news for you...", "This will bring peace of mind to customers and clarity regarding ownership."

Legal documents don't tell you how you should feel about the facts they set out – it's up to you to interpret not just what they mean, what they mean to you. And to spot which seemingly innocuous clauses might one day turn around and bite you.

But lawyers often interpret when they explain documents to you. They reassure you that 'this is there to protect your rights...' or 'this stops your landlord from...'. The problem is that we don't have access to a lawyer when we sign a contract for anything less than a house.

I'd like more legal documents to be accompanied by human-to-human advice – so long as we can trust it, of course. More about trust and legal language soon, in another post...

There's another interesting feature of this brochure. I found the diagrams really helpful to understand how to apply the message to my home. It would be hopelessly difficult to describe the practicalities of sewer layout in words alone - they don't even try. A round of applause for Thames Water.



One reason I'm interested in this example is that a few years back a clause in some small print did turn around to bite me. And it involved my sewer pipe. My water company (Anglian Water, take a bow) had sold me a drains insurance policy. I paid a small premium every year, and the deal was that if my drains became blocked they'd send someone round to fix it. Eventually my drains did become blocked. But they wouldn't fix it because I shared a drain with a neighbour (like in the top right diagram). And there was a disclaimer in the small print for exactly this scenario – not an uncommon one.

A diagram of what they'd cover and what they wouldn't would have communicated this fact straight away.

UK Supreme Court changes its font: Twitter fusses

27/12/21

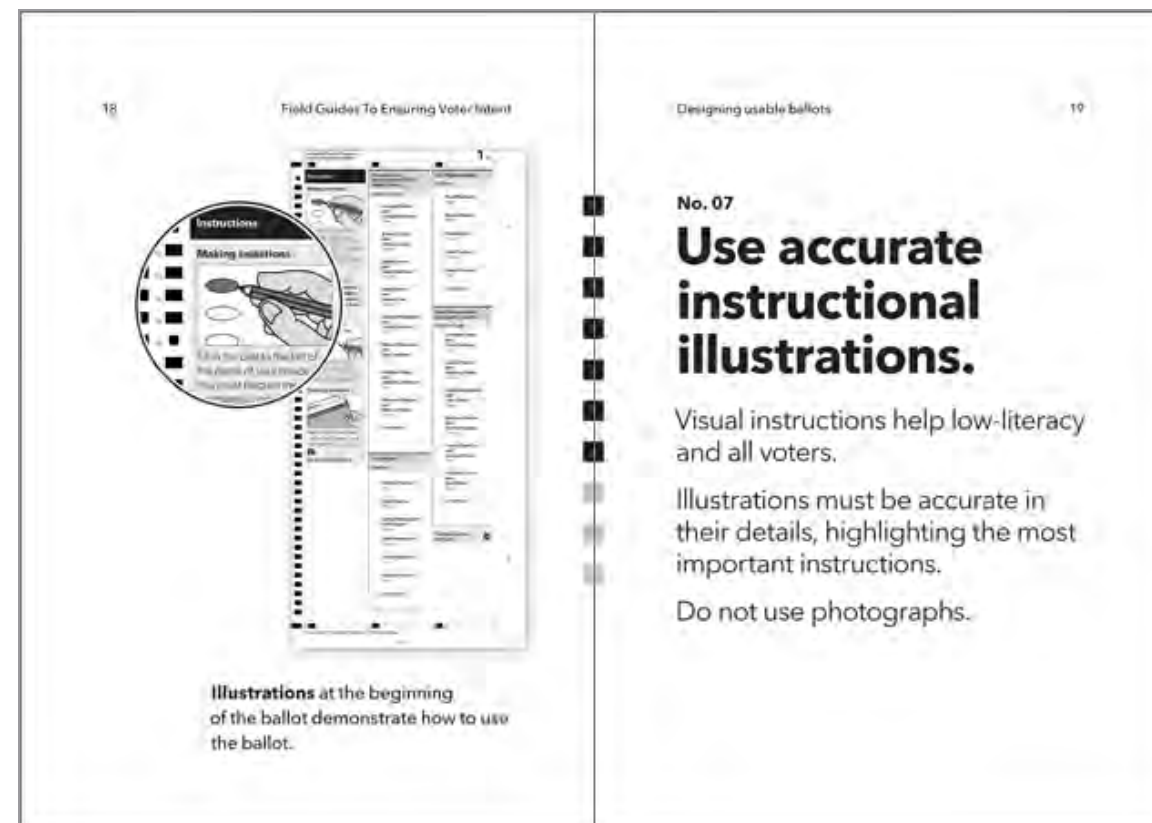
On a slow news day, no doubt, The Times reports a change of font by the UK's Supreme Court, with Times Roman giving way to Calibri (ranged left, too, not justified). Not that interesting, you'd think, although it was an opportunity for a pun: "[Lawyers say ditching old typeface is a breach of human writes](#)".

I left this comment: "Whatever we subjectively think, research has mostly failed to show significant differences in legibility between the kind of typefaces we normally encounter for text – this includes serifs vs sans serif; justified vs ranged left; and so on. An important reason why people get hot under the collar about typography is that it conveys a tone of voice. If you want your law to convey gravity then you may prefer a traditional layout with justified columns, centred headings in upper case, and seriffed type. If you want it to look friendly and approachable you may choose a sans serif, with the column ranged left. Much more important, though, is how argument structures are revealed through clear headings and layout (and diagrams, even), to allow quicker scanning and searching. Over the last ten years a new field known as legal information design has been growing, and is represented in government as well as many law firms. One of its main concerns is access to justice and the understanding of law - if this is the Supreme Court's motivation, then I applaud it."

US election field guides

design-for-good, voting 18/7/12

With US elections looming large, and the spectre of the Florida hanging chads debacle of 2000 no doubt still in their minds, the folks at civicdesigning.org have developed a set of four field guides to help election officials design, write and test ballot papers to ensure that when it comes to voting day, the vote a voter makes is the one they mean.



Projects 'for good' like this aren't a new phenomenon, but in most cases there is an attempt to create a single solution that can be adopted – so why not in this case?

Well, when in doubt, ask [Dana Chisnell](#), the driving force behind the field guides and expert on ballot and usability design, explained that "There is not a standard approach across the US to ballot design" meaning no solution would work everywhere.

The reasons for the different systems stem from the 10th Amendment to the Constitution (way back in 1791) which says "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people" or, as Dana puts it "anything we haven't covered in here is up to the states to decide on".

Because of this, each state, and even the counties within it, have adopted their own ballot designs over time, which have in turn developed based on the available technology, money and legislation (which is also run at state level). In summary "voting in the US is *much* more complex than it is nearly any place else on the planet."

The range of constraints presented by over 3, 000 counties means a single perfect solution isn't really viable, so rather than try and create the holy grail of ballot design, the guides will hopefully help those in charge work within their various constraints to deliver a controversy-free election this time.
