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T'S AND C'S: HIDDEN IN PLAIN SIGHT - IN 6 STEPS

The old model of drafting Terms and Conditions as a dense, impenetrable legal wall fails to engage clients and actively creates risk. Thoughtful drafting enables you to create agreements that clients can understand and engage with.

Focus on clarity, structural fairness, and foresight. The goal is to create a document that is not only legally sound but also as accessible and understandable as possible for your clients.

Below is a comprehensive framework for creating T&Cs that work for both your business and your clients.

Step 1: Reimagine How You Draft the Content

The foundation of engagement starts with how you write the terms themselves. Plain language isn't dumbing down; it is communicating clearly.

Important considerations:

1. Use personal pronouns:

Legalese Version: The Customer shall provide timely payment to the Company.

Engaging Version: You will pay us on time.

Why: Creates a human connection rather than treating parties as abstract entities.



2. Use an active voice:

Legalese Version: Payment must be received within 30 days of invoice date.

Engaging Version: Please pay us within 30 days of receiving your invoice.

Why: Makes obligations clear and conversational.

3. Replace formal phrases:

Legalese Version: In the event that / Notwithstanding.

Engaging Version: If / Even though.

Why: Removes unnecessary barriers to understanding.

4. Explain necessary legal terms:

Legalese Version: Representations and warranties.

Engaging Version: Your promises to us: These are statements of fact you make under this contract. If they turn out false, we can cancel and claim damages.

Why: Educates while protecting legal precision.

5. Cut sentence length dramatically:

Studies show that sentences over 25 words become difficult to read. Aim for 10-15 words on average and utilise punctuation. Read the clause aloud, if you run out of breath, cut it in half.

6. Reduce defined terms:

Capitalised words make text harder to read. Only define terms that truly need explanation and consider adding a plain intro e.g. "If a word has initial caps, it has a specific legal meaning defined below."

Step 2: Design for How People Actually Read

The visual presentation of your terms is just as important as the words themselves.

1. Make terms scrollable and visible:

Instead of hiding terms behind a tiny link, display them prominently in a scrollable box on the same page where the client agrees. This ensures clients at least see the content before checking "I agree."

Do not bury crucial clauses deep within dense paragraphs on the back of a page, display them prominently on the first or signature page. This ensures clients at least see the most critical information (e.g. auto-renewal, personal guarantee, binding arbitration) before signing.

2. Structure for easy scanning:

- Use clear headings and subheadings.
- Break dense paragraphs into bullet points.
- Keep sections short and focused.
- Use bold/caps text sparingly for emphasis to draw the eye, overusing bold and caps diminishes impact.



3. Consider a layered approach:

Start with a short, plain summary of key points (e.g. pricing, termination, liability limits) before the full legal text. This gives clients the essentials immediately while preserving the complete terms for reference.

This Executive Summary approach builds transparency and trust from the outset.

Step 3: Engaged Consent Mechanisms

How you present the signature/consent is legally and practically critical.

1. Use explicit consent as opposed to passive "seen/read":

Require an affirmative action by checking an unchecked box or clicking an explicit "I Agree" button. The link to your full terms should be conspicuously displayed, not buried in a footer.

Do not assume that a general signature line at the end of the document covers every clause. For high risk or unusual terms, consider an adjacent initial (e.g. a separate line for initials next to an arbitration clause or a non-compete agreement). This forces an affirmative acknowledgment of that specific provision, rather than relying on passive acceptance of the whole document.

2. Consider mandated scrolling:

Some platforms offer the option to require users to scroll through the entire terms before the checkbox becomes active. This ensures at least visual exposure to the content.

For highly significant provisions (e.g. a personal guarantee), draft them on a separate signature page. This ensures the client is physically handling and signing a document dedicated to that specific risk, making it harder for them to later claim they were unaware of it.



3. Create an audit trail:

Document exactly who agreed, when, which version they saw, and ideally a screenshot of the acceptance screen. This protects your company if the agreement is ever challenged.

- Use version control on the contract itself (e.g. Version 2.0 – Jan 2025) so you know exactly which terms were agreed upon.
- If practical, have a company representative witness the signing or make a scanned copy of the fully executed document for your records immediately. This serves as the definitive record of what was agreed to, when, and by whom.

Step 4: Address Client Concerns Proactively

Best practice T's and C's anticipate what clients will worry about and address it head-on.

Client Concern

Proactive Approach in T&Cs

"What happens to my data?"

Be specific about data use, security, and deletion rights. Don't hide behind vague language.

"Can you change terms on me?"

Clearly state notice periods for changes and how clients can terminate if they don't accept updates.

"What if something goes wrong?"

Explain support response times, SLAs, and escalation procedures transparently.

"How do I cancel?"

Make termination rights and procedures unmistakably clear.

Step 5: Make Terms Easy to Find and Reference

Clients need to be able to locate terms after signing.

- Provide a direct link to current terms in every invoice and account dashboard.
- Send terms with welcome emails and renewal notices.
- Consider a contract repository where clients can see all active agreements.
- Highlight material changes when terms update, rather than burying them.



Step 6: Test and Iterate Based on Feedback

Your terms should evolve based on real world usage.

- Track what questions clients ask most frequently, those are areas where your terms need clarification.
- Monitor where transactions stall in the contracting process.
- Consider testing different presentation formats.
- Review terms systematically at least annually.

What This Looks Like in Practice

A well executed approach combines all these elements:

Presentation: A clean webpage with your terms in a scrollable box, clear headings, and a prominent unchecked checkbox reading "I have read and agree to the Terms and Conditions".



Instead of a dense, small font, single spaced legal document, the contract is professionally laid out. It features a clean, readable format with generous margins, clear section headings in bold, and plenty of white space. On the front page, above the signature line, a prominent, plain statement appears, e.g. *"I confirm that I have read and understood the Terms and Conditions outlined in this document."* This statement is placed directly above the signature line, ensuring the client sees it at the moment of commitment.

Content: Terms written in plain English, with personal pronouns ("we" and "you") to create conversational undertone, short sentences, and helpful explanations of necessary legal concepts.

Consider a different format for dense paragraphs and replace them with bullet points for key obligations, making the document feel more like a guide than a barrier.

Context: Key concerns are addressed transparently, (e.g. data practices, pricing, termination, and dispute resolution) are easy to find and understand.

Critical client concerns are addressed transparently and prominently, not hidden in the fine print. E.g. a dedicated, clearly labelled section titled "Our Promise to

You" might summarise data handling practices, while "Fees and Renewal" is its own short section that plainly states payment terms and how auto-renewal works. This makes key information easy to find and understand at a glance.



Follow up: After signing, clients receive a confirmation email with a link to the full contract, the terms they agreed to and a summary of important dates and obligations. for their records. This ensures they leave the signing with both the full legal document and a practical reference guide.

Technology: Your contract management system tracks versions, creates audit trails, and makes it easy to surface relevant terms to both clients and your team.

Internally, your team uses a consistent document control process. Every contract is scanned and stored with a clear version number and date (e.g. "Service Agreement v2.0 – 2025-03-01"). This physical and/or digital filing system, combined with a simple log or spreadsheet, acts as your audit trail, allowing you to quickly reference exactly which terms a client agreed to and when.

Essentials for Implementation

1. **Start with a diagnostic:** Review your current terms through your client's eyes. What's confusing? What would you ask if you were reading this for the first time?
2. **Prioritise high impact changes:** Plain language and better formatting cost time but yield immediate improvements in comprehension and trust.
3. **Choose counsel wisely:** Your legal consultant should understand that terms are not just legal documents but sales and relationship tools. Look for counsel who can balance legal precision with business objectives.
4. **Remember the goal:** You're not trying to hide risks; you're creating a shared understanding that prevents disputes and builds a lasting relationship.

Refine your fine print. At Cyclopedic Consulting, we believe your contracts should cultivate trust, not barriers. we transform complex legal language into terms that are clear, fair, and actually readable. Because when your clients understand what they're signing, contracts become competitive advantages, not hidden liabilities.



TERMS & CONDITIONS



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