The Rise of the Contract Designer

Contract Simplification and Design Explained - And how IACCM can help

Wendy Lawson-Shanks
Global Head of Advisory Services

WEConnect International Europe - London 2019
IACCМ’s approach to simplification

Making contracts simpler to negotiate, use, implement

What is said

- Terms benchmarking

How to say it

- Plain(er) language
- Document design & visualization

Advisory

- Contracting Principles: Fair and balanced principles to agree before negotiating

Self-service resources

- Contract Standards: Standard clauses based on market norm
- Contract Design Pattern Library: Techniques to make contracts more understandable and usable
Examples of contract design
Shell Marine lubricants T&Cs

OPERATING STANDARDS FOR THE SALE OF SHELL LUBRICANTS

All Shell are committed to providing you with the best possible service. We offer a variety of ways to fulfill your requirements and interact with you in whatever way you prefer, whether this is in person, by email, or via one of our automated systems. Our aim is to make it easy for you to do business with Shell.

PLACING ORDERS

Buyer may submit orders through touchless applications at "HIGH DENSITY" all: www.shell.com/ferry or, where these are not available, through the Shell Customer Service Centre ("SCC") via email [2], phone [18], or fax [24], and also available at: http://www.shell.com/global/aboutshell/contactus.html. Buyer can place orders through the ESC [Monday to Friday, 09.00 to 17.30 local, national holidays] [24] by quoting their account number [17]. Any questions or additional support requests will have to be addressed to: [24].

CHANGING OR CANCELING ORDERS

Buyer can amend or cancel orders on the same day that the orders are placed, by contacting the ESC before the prescribed cut off time, [Monday - Friday, 15.00 PM] [18]. Amendments made after cut off time may result in the need to cancel the order and place a new order with a new standard lead time, which will start from the following working day. Shell will use reasonable endeavours to meet these orders, but shall retain the right to cancel the order and/or any order amendment, by providing notice to the Buyer. Such changes as included in Table A will apply for cancellations received after a Product has been loaded onto the delivery vehicle.

UNRGENT ORDERS

Shell offers an urgent order service for deliveries that are required earlier than the standard lead time, as included in Table A. All urgent orders must be made by telephone only to the Customer Service Centre. Urgent orders are subject to availability of Product and delivering capacity. A surcharge as included in Table A will apply for this service, for both packaged and bulk products.

MINIMUM ORDER QUANTITIES AND SURCHARGES

Minimum order quantity can be found in Table A and will be based on the smallest stock keeping unit for packed and on the smallest amount of bulk to be delivered. The small order quantity can be found in Table A and will be based on the bulk volume or weight of the entire order. For orders below a minimal quantity threshold a surcharge will apply. If the order is a combination of packed and bulk products, the volume or weight will be calculated by packed and bulk independently to determine whether the surcharge will be applied. No surcharge will be applied if Shell is at fault. At the time of the Agreement, the surcharges in Table A shall apply but may be amended by Shell from time to time.

DELIVERIES

For all deliveries, accepted orders for Product shall be delivered in the mode indicated in the Commercial Terms agreed between Buyer and Shell.

DELIVERY LEAD TIMES

To optimise our manufacturing and scheduling operations, orders are delivered within a lead time. Deliveries will be made during an agreed window and as specified in Table B.

EX RACK SALES - "CUSTOMER PICK UP ONLY"

Any damages arising from the delivery condition of the containers or of their measuring devices, from inaccurate or insufficient information provided by the Buyer, or from contamination and/or commingling, shall not be compensated for by Shell. Any measure initiated by Shell shall not be construed as an acknowledgement of such damages.

The Buyer shall be liable for any damages sustained by Shell’s loading equipment and caused by Buyer’s containers or means of transportation.

DELIVERY BY ROAD VEHICLE WITH SHELL - "DELIVERY BY SHELL" ONLY

In the case of delivery by or on behalf of Shell, deliveries shall be made by road vehicle to the delivery points listed in the Commercial Terms. Product shall be delivered to Buyer or preconsolidated to be delivered within the lead time specified in the order confirmation. The lead time described in Table A should be considered as purely indicative and not binding for Shell. Buyer shall notify Shell as soon as possible and at least within [15 days], of any changes in opening hours of the delivery location at its site which may affect the delivery. Shell has the right to refuse to make deliveries if such changes cause any scheduling conflicts for Shell. Shell will provide road tank vehicles with 18.5 metres of hose for the purposes of back discharge. Any special delivery arrangement will be subject to Shell’s acceptance and will be provided at an additional charge.
Award winning design: IACCM Innovation Award + Financial Times Intelligent Business Award

Marine Lubricants
General terms and conditions of sale

These terms and conditions, referred to as the “General Terms" or "these terms", apply to the sale of Marine Lubricants by or on behalf of Shell Marine to the Buyer. These terms are applicable to all contracts. Shell Marine reserves the right to make changes to the General Terms at any time and without notice. The General Terms apply to contracts made with any division, subsidiary, or representative of the Company. "Shell Marine" shall be deemed to include any subsidiary, division, or representative of the Company. The Buyer agrees to comply with the General Terms without reservation and in the event of any conflict between the General Terms and any contract entered into, the General Terms shall govern the contract.

1. Definitions

1.1 "Agreement" means the terms and conditions of sale and any ancillary and supplementary agreements between the parties. The Buyer acknowledges that the General Terms apply to the sale of Marine Lubricants to the Buyer. The Buyer agrees to be bound by the General Terms and to act accordingly.

2. Ordering, payment and delivery

2.1 The Buyer must place the order in writing to Shell Marine, and the order shall be confirmed in writing by Shell Marine. Any contract shall be subject to the General Terms. The General Terms apply to all contracts entered into with the Company. The Buyer agrees to comply with the General Terms and to act accordingly.

3. Price

3.1 The price of the Marine Lubricants shall be the price of the Marine Lubricants at the date of the confirmation of the purchase order. The price shall include all taxes, duties, and other charges that may be incurred in connection with the sale of the Marine Lubricants. The Buyer agrees to pay the price in full at the time of delivery. No payment shall be made until the Marine Lubricants have been received by the Buyer.

Design: Rob Waller
Source: https://www.shell.com/business-customers/marine/contact-shell-marine/lubricants.html
To get a contract here you must be 18 or older, have a valid ID or work permit and be fit and healthy to work.

The minimum picking amount would be the same as an hourly rate of R14.25.

Payment per bag over 50

The maximum picking amount would be at least as a hourly rate of R14.25.

Design: Robert de Rooy / Creative Contracts
Source: https://creative-contracts.com/
What simplification and contract design are not?

“Contract Simplification: the why and the how”
Waller, Haapio & Passera (2017)
MYTH 1: “Shorter is always better”

MYTH 2: “It’s just pretty pictures”

MYTH 3: “It’s dumbing down”

READ MORE: “Contract Simplification: the why and the how”
Waller, Haapio & Passera (2017)
How do we get started?
IACCM Contract Design Pattern Library

This library is an ongoing collection of contract design patterns – effective, repeatable solutions to commonly occurring usability and understandability problems in contracts. Contract design patterns help you organize and communicate your contracts more clearly, so that they are read, understood, and acted upon.

Explore Library

Designing better contracts
Why this Library focuses on contract usability and understandability

Contract design patterns
Learn more about design patterns and our pattern library approach

Contribute
Submit your examples and new patterns to the Library

FAQ
Frequently asked questions about the Library and its patterns

How to use this Library
Using the Library for the first time? Start here.

About IACCM & the team
Who is behind this Library?

Questions or feedback?
Get in contact!

https://contract-design.iaccm.com
CONTRACTING PRINCIPLES
Take fair and balanced positions from the outset of negotiations on a variety of terms that frequently absorb significant time and resource in arriving at those same general outcomes.

CONTRACTING STANDARDS
Standards clauses, published as contract templates (e.g. NDA), derived from the analysis of thousands of existing contract templates. We identify the most common provisions, and involve experts to revise and achieve best practice.

www.iaccm.com/resources/contracting-principles/
www.iaccm.com/contract-standards/
“In just a few years, we will look back and wonder why it took so long to make our contracts intelligible to the mass of people they affect.”

Professor Tim Cummins
President, IACCM