

Towards a Saudi Plain Language Standard Construction Contract

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Abstract This research addressed the possibility of adopting a plain language revision of the existing Public Works Contract of the Kingdom of Saudi Arabia. It discussed the benefits of using plain language in legal documents. Literature indicates that plain language is communication that focuses on the reader; it presents information in ways that an ordinary person will easily understand. The relevant body of literature was reviewed and it was found that the proposed research had not been undertaken by any other published researcher. Through gathering relevant data using mixed methods and a well-crafted survey questionnaire, the preference of construction contract users was discovered. It was discovered that there is a high possibility of adopting a plain language standard term in the Kingdom of Saudi Arabia. It is hoped the findings of this research will serve as a guide for the authorities in considering the adoption of plain language in the Kingdom's legal system.

Keywords Construction Contract, Saudi Public Works Contract, Plain Language, STCC-RSP

1. Introduction

“Words pay no debts, give her deeds: but she'll bereave you o' the deeds too, if she call your activity in question. What, billings again? Here's 'In witness whereof the parties interchangeably' – Come in, come in: I'll go get fire.”

- By William Shakespeare

Gone are the days when people speak in this way. Only a handful, such as those who appreciate art and those with philosophical minds, understand the above-quoted line. In this modern era simplicity in words is better. As Ameer Ali (2008) stated, if a more familiar style is surpassed by a new, innovative style, then the old, familiar style should give way. This article covers plain language in construction contracts and cites the Standard Terms for Construction Contracts for Renovation and Small Projects (STCC-RSP) with the hope of influencing the Public Works Contract (PWC) of Saudi Arabia.

PWC and STCC-RSP

The monarchical system of government in Saudi Arabia is unique compared to other countries. The head of state is the King, who leads the national government and is, at the same time, the commander in chief of the military. Saudi Arabia does not have a legislated constitution or people's

constitution. Unlike other countries, who separate the Church and the State, the Saudi Arabian government rules on the basis of Islamic Law (sharia), the Qur'an, and Sunnah (records of sayings and actions of the prophet Mohammed); these are considered to be the Kingdom's Constitution. As such, all statutes and other legislative output are called “regulations”.

Considered the largest exporter of oil in the world, Saudi Arabia has a booming construction industry. Thousands of professional engineers, architects, and many other professionals from different countries migrate to work in this oil-rich Kingdom. Numerous contractors from different parts of the world have signed contracts with the government under the Public Works Contract (PWC), which regulates the nation's construction contracts. Cowling (2011) stated the PWC was introduced in 1988 and is based on the International Federation of Consulting Engineers' (FIDIC) *Works of Civil Engineering Construction*, 3rd edition (1977). The provisions of the PWC were drafted using traditional, legal language; most of its provisions are written in long sentences and paragraphs.

In contrast to the Kingdom's PWC, Malaysia, a country composed of 13 states, operates under a constitutional monarchy with a democratic system of government. Not so long ago, construction contracts in Malaysia, particularly for renovations and small projects, were awarded for particular purposes only (on ad hoc terms). Most of the awarded contracts lacked some material particulars, and some were made orally, thereby depriving the contracting parties of the benefits provided by the Construction Industry

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Payment and Adjudication Act (CIPA), an Act regulating the construction industry in Malaysia.

In order to rectify this situation, the former president of the Royal Institution of Surveyors Malaysia, Dr. Noushad Ali Naseem Ameer Ali, authored the Standard Terms of Construction Contracts for Renovation and Small Projects (STCC-RSP). The STCC-RSP is unique, as it was written in modern, plain language. Using about 5000 words, this contract was the first construction contract in the world to be accredited with a clear English standard by the Plain English Commission in the United Kingdom.

Hypothesis

It was hypothesised that there is a possibility of adopting a plain language Standard Terms for Public Works Contracts in the Kingdom of Saudi Arabia. In order to realise this possibility, a mixed methods survey was carried out to reveal the thoughts of the respondents; clauses from the STCC-RSP and PWC were compared quantitatively, as was a sample plain language clause with the original clauses of the PWC; finally respondents were able to provide a qualitative opinion on the hypothesis. All of the questions asked were for the purpose of moving towards a Saudi plain language standard terms for construction contracts.

Research Aim

The aim was to assess the views of individuals affected by the possibility of creating a Standard Terms for Construction Contract using plain language in Saudi Arabia. This aim was influenced by previous research findings, that the use of plain language in other law branches has produced significant benefits to the parties involved.

Research Questions and Objectives

The aim focused on determining whether there was sufficient demand to move towards the creation of a Saudi Plain Language Construction Contract.

Specifically, the research sought to answer the following:

1. Whether construction contract users prefer a plain language construction contract or the traditional, legal language currently used in construction contracts?
2. Whether plain language provisions increase users' comprehension, as opposed to the traditional, legal language mostly used in construction contracts and other law branches?
3. Whether the length of construction contract provisions affects users' reading comprehension and the time spent understanding them?
4. Whether the respondents would be willing to suggest (because it is a monarchy) to the authorities that the Kingdom should move towards the creation of plain language standard terms for construction contracts?

The goal was to present a clear and concise comparison of similar clauses within the PWC and STCC-RSP, and compare the plain language PWC and the traditional, legal language PWC in order to determine the following:

1. Which construction contract the respondents preferred overall;
2. Which construction contract the respondents preferred with reference to time spent in reading, their understanding or comprehension, and other matters affecting Construction Contracts;
3. The possible reasons for preferring plain language or traditional, legal language;
4. The views of the respondents regarding revising the traditional, legal language in order to transform it into plain language;
5. The personal opinions of the respondents regarding ambiguity, complicated legal jargon, and cross-referencing of the original traditional, legal language of the PWC; and finally
6. The possible existence of sufficient demand to move towards a Saudi Plain Language Construction Contract.

2. Review of Relevant Literature

In order to begin determining if the hypothesis could be realised, relevant literature pertaining to plain language was reviewed. The review included the history of plain language; its definition; its advocates; the process of writing plain language in documents, sentences, and the active voice; writing plain language in legal documents; its relation to legislation; its relation to construction contracts; the sources of construction conflicts; its advantages and disadvantages; solutions proffered by previous studies; and gaps in the literature.

History of Plain Language

According to Peter Tiersma (2007), author of "*The Plain English Movement*", while the specific origin of plain language is unknown, the modern movement for plain language started in the 1970s. For many centuries, people have objected to the obscurity of lawyer's language; Tiersma (2007) stated that the first major struggle in England was to make legal text English, instead of Latin or French. When William, Duke of Normandy, became King of England by defeating the Anglo-Saxon king Harold in 1066, King William and his constituents continued to use Latin and French in their legal documents. England continued to use the French language in their legal documents for over three hundred years, even though the English population at that time no longer spoke French. In order to resolve the situation, the English Parliament passed the Statute of Pleading in 1362. This first plain English law required that all pleas use the "English Tongue". Despite the enactment of the plain English law, the peculiarities of the language used by the English legal system did not vanish; instead, the style continued to persist.

From the early 1970s up to the present numerous authors and plain language advocates have criticised the legal

language. Today, numerous Web sites exist that help promote the use of plain language. All these sites encourage the use of plain language in documents used by governments, businesses, and organisations.

Definition of Plain Language

The absence of a standard definition for plain language prompted plain language advocates to form their own definitions. Garner (2001) stated that plain English can be achieved by using the simplest and most direct way of expressing an idea, avoiding fancy words that have everyday replacements but mean exactly the same thing. Asprey (2003) said that although plain language is equated with simplicity it does not mean it is simplistic. He stated it can be dramatic, elegant, or beautiful as long as it is straightforward, clear, and in line with the needs of the reader.

Butt and Castle (2006) stated that the essence of plain language is to write clearly in order for it to be effective for its intended audience. Eagleson (2010) added that writing should be straightforward and avoid obscurity, inflated vocabulary, and convoluted sentence structures, using only the most necessary words. Collins (2005) referred to plain language as “effective communication”.

Authors like Cutts (1995) did not specifically define plain language but described it as “The writing and setting out of essential information in a way that it gives a co-operative, motivated person a good chance of understanding the document at first read, and in the same sense that the writer meant it to be understood”. Kimble (1994) stated that plain language has to do with clear and effective communication - nothing more or less.

Some proponents of plain language have discussed creating specific drafting standards. Mazur (2000) stated that instead of a formal set of rules promoting plain language, the focus should be on guidelines in order to allow the author freedom in the manner of presenting information to the reader. Not everyone agrees with the creation of guidelines, with Redish (2008) suggesting the creation of a generic definition of plain language is enough.

Advocates of Plain Language

Masson and Waldron (1994) stated that the primary motivation in insisting on the use of plain language is to increase comprehension among non-experts. They asserted that efforts to promote clarity in communication began as early as the seventeenth century, when scientists showed concern about aspects of speaking and writing that were difficult to understand, rather than clarifying the explanation of ideas. Masson and Waldron are clearly opposing Penman’s (1993) earlier argument that there is no hard evidence that plain language improves comprehension. Penman claimed that litigation cannot be reduced by plain language because interpreting words is the very essence of law. Penman’s (1993) had also stated earlier that using plain English is not the right solution to the problem of understanding documents. In criticising Penman, Kimble (1995) cited numerous study findings showing that plain language increases comprehension. Noteworthy of such

findings was that of Charrow and Charrow’s (1979) study, which concluded that comprehension improved from 31% to 59% when they presented oral, plain language jury instructions to jurors.

Brockman (2004) stated that in advocating plain language, people at the top, for example government leaders and legislators, must sponsor and support the move for plain language, continue reviewing plain language strategies, and learn from others. Valdovinos (2010), speaking on plain language advocacy in Mexico, said that every country that introduced plain language benefited from early institutional support. He further stated that advocacy remains vital for strengthening plain language throughout the world and in order to realise the potential that plain language offers to the public and economy, countries already engaged in plain language should share their success with others.

Tiersma (2007) advocated using guidelines and an objective evaluation measure. He claimed that complexity is what really matters so he suggested focusing on factors such as sentence structure, levels of embedding, and likelihood that the average person will understand the meaning of the word.

Writing in Plain Language

Balmford (2005) stated that plain language should apply to an entire document, which includes its content, language, and structure, as well as its design. Authors should focus on the primary reader and the reason for communication – this would result in plain language. Bivins (2008) supported this, stating that the purpose of a document is to impart information to its audience.

Plain Language Sentences

Berry (2009) explained that difficulty understanding legislative documents is due to long and complex sentence structures that surpass the cognitive capacity of a person’s short-term memory. Ameer Ali agreed with Berry, stating that the best way to reduce the average number of words per sentence was to break up long sentences into short ones and one way of doing this is to use bullet lists and numbers, which can also make writing more presentable. Painter (2005) suggested that the average sentence length should be composed of 18 words. Plain Language. Gov (2007) stated that complexity is the greatest enemy of clear communication. A sentence should express only one idea. Readers are easily distracted by sentences containing dependent clauses causing them to lose focus on the main point.

Plain Language in the Active Voice

Bivins (2008) said that a document should be written in the active voice because it is easier to understand: the subject of the sentence is performing the action in contrast to the passive voice, where the subject receives the action. Despite this, Bivins (2008) accepted that the passive voice may be beneficial in some situations because it can eliminate sloppy sentence structure and provide variability within a paragraph.

Plain Language in Legal Documents

Plain Language. Gov (2007) described traditional legal writing as wordy, full of overlong sentences, and unnecessarily difficult to absorb. The Parliamentary Council Office of New Zealand's document "*Principles of clear drafting*", states that there are three key areas to consider when planning a draft. These are: the objective, which involves identifying the thing that the writer is drafting, for example a Bill, Part, or Section; the framework, which involves the conceptual structure; and the order, which involves the arrangement of material into logical order.

Moran (1999) stated that in drafting a statute in plain English, the drafter needs to deal directly with the issue. A drafter should strive for precision and legal effectiveness as well as for intelligibility. Cross referencing cannot always be avoided, but it can be limited - clarity should be the priority instead of brevity (Ameer Ali, 2008). Crowding a document with definitions is one form of cross-referencing because the reader would be forced to leave a clause they were considering and go to the definition to discover the meaning of a particular word (Eagleson, 1999).

Most legal documents make use of topic headings. Plain language advocates promote the use of question headings over other types of headings (Plain Language. Gov, 2007) as these can forestall a reader's question. Bivins (2008) agreed with this: "Informative headings not only give the readers a brief summary of information in each section. They help reveal a document's organization to readers as well" (p.10). A reader can obtain a brief outline of the document by merely looking at the headings.

Plain Language in Relation to Legislation

Plain language in legislation can both increase readers' understanding and reduce government's time resources (Byrne, 2008). In relation to drafting, Barnes (2006) identified that the cause of "incomplete statutes" originated from a poor drafting style adopted in legislation. Albert Einstein famously said "Make everything as simple as possible but not simpler"; likewise a legal document should be drafted or revised in plain, simple, and clear language without ignoring legal correctness (Ameer Ali, 2008).

Plain Language in Relation to Construction Contracts

Construction contract users can be categorised into two, basic groups: primary users, those parties and signatories of the construction contract; and secondary users, those who are obliged to defend the parties, to judge the contract, or those who will interpret the contract should it be challenged (Ameer Ali, 2008).

To simplify communication a writer should avoid words with multiple meanings (Garner, 2001). Ameer Ali (2008) agreed with Garner by citing the example of "Standard Conditions of Contract". "Conditions", in this instance, can have a double meaning. A condition may be a condition in the legal sense, by which a violation of such may entitle the offended party to repudiate the stipulation or the whole contract itself. However, a condition may also mean a mere warranty that a breach will only entitle the offended party to

claim for damages.

Advantages and Disadvantages of Plain Language

Heraclitus, a great philosopher, once said, "The only thing that is constant is change". Toto, an Italian actor and poet, likewise said "The only permanent thing in this world is change". In plain language, not everyone agrees. Kelly (1999) concluded that using plain English was far more difficult than talking about it. He feared that plain English enthusiasts who concentrated on word substitution might underestimate the difficulties involved in simplifying complex legal documents. On the contrary, Palyga (1999) concluded that good, plain English is more precise than legalese because the meaning becomes more transparent. Butt and Castle (2006) suggested that redundant words could be omitted, for example, the words "null and void" because void alone will suffice. Likewise, Wydick (2005) stated that lawyers' use of outdated and arcane phrases in the legal profession makes their communications verbose and redundant.

Penman (1993) believed that litigation would occur whether legalese was present or not because, according to her, interpretation is the very essence of law. Kimble (1995) disagreed because he believed that by preventing the unnecessary confusion that traditional legal writing produces, plain language could reduce litigation. Jones (1998) admitted that legalese, a form of jargon used by the legal profession, is an important component of legal language. However, he objected to it when extreme forms of jargon predominated a legal text because it obstructed communication. Sometimes even legal professionals encounter comprehension problems with jargon, however this is more the case with laymen (Jones, 1998).

Pollman (2002) stated that jargon is beneficial because it gives the legal community a common language that enriches their communication, however she admitted that jargon causes comprehension problems in legal writing. Crump (2002) asserted that plain language legal writing can disrupt established convention and may cause confusion. Phillips (2003) agreed, stating that there is reason enough to justify the use of special, legal language, and an attempt to make it plain will decrease both the consistency and precision of the law that plain language enthusiasts attempt to simplify.

The use of plain language in legal documents will benefit not only the public, but the legal profession (Tiersma, 2007). Since statutes affect public interest directly by conveying rights and obligations, the public should understand them without the need for an interpreter.

Solutions Proffered in Previous Studies

Previous studies, in relation to advocating plain language, have suggested that all those who adopt plain language should cooperate to share their success with others (Martorana, 2014). It is clear that support from officials is needed and a continuous review of plain language strategies should be made (Brockman, 2004). Institutional support, according to Valdovinos (2010), is also needed to ensure the movement for plain language law drafting or revisions is maintained. Researchers have proffered many more

suggestions but these have already been discussed, above, in this literature review. To include them here will cause ambiguity in writing this literature, which is one of the issues this research proposes solving.

Gaps in the Existing Literature

The literature cited above explained the positive and negative aspects of plain language. Some authors explained the benefits that can be derived from drafting statutes and construction contracts using plain language, while others focused on the proper way of revising an existing statute or construction contracts. Most construction contracts drafted in plain language are newly formulated contracts, not revisions or amendments. Despite the abundance of literature pertaining to plain language, there is no direct data relating to the possibility of revising the voluminous Public Works Contract (PWC) of Saudi Arabia, nor any research showing what the primary and secondary users of construction contracts prefer. This literature review has validated the need for additional research in understanding user preference, along with the possibility of adopting a revised plain language PWC for Saudi Arabia.

3. Methodology

In order to prove the hypothesis, the “Nested Model” was utilised; Kagiolou, Cooper, Aouad, and Sexton (2000) divided this into three divisions namely: the research philosophy; the research approach; and the research technique/s. Figure 1, below, shows the Nested Model.

Research philosophy, according to Saunders, Lewis, and Thornhill (2007), is the development of knowledge and the

nature of that knowledge; it is the assumptions of how the researcher views the world and reality. Understanding the philosophy of this research was made through questioning whether there was a problem or conflict in the current construction laws and if so, was there a need to address it? What would be the process of addressing it? If it can be addressed, will the current system of government be willing to change the current process?

Currently, disputes over construction contracts within Saudi Arabia occur mainly because the parties involved do not understand the legalistic contents of the current PWC. Simplifying the PWC into plain language is one method of solving this problem, however it is unknown whether the current government would agree to this. This research survey of the Kingdom’s primary and secondary users of construction contracts has sought to establish whether these users would be open to this change.

The appropriate approach for this research was to use mixed methods through combining quantitative and qualitative approaches. Quantitative analysis, according to Greasley (2008), involves the collection of numerical data gathered, in this study, from the survey. The quantitative analysis was also supported by qualitative analysis because the survey included a portion to collect respondents’ opinions.

The questionnaire category was selected for this research as it is a useful tool for the collection of information from several people in a short period of time. Questionnaires are easy to use and allow collection of data from a large group of respondents, timely evaluation of the data, prompt comparison, and contrast with other study findings.

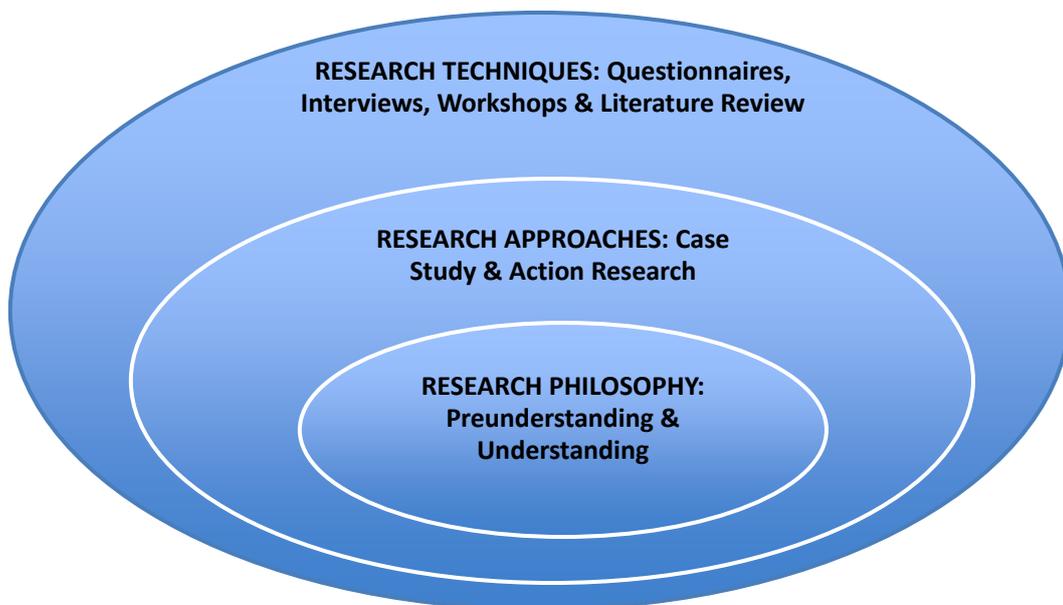


Figure 1. Nested Model

Sampling Method

To calculate the research sample in this study, Trochim's (2006) process was followed, as demonstrated in Figure 2, below.

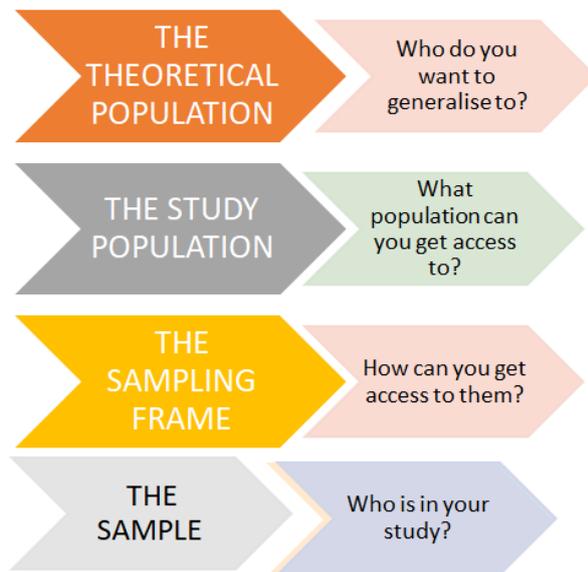


Figure 2. Process of Obtaining Research Sample

In this research, the study population consisted of primary users (architects, engineers, contractors, and clients) and secondary users (lawyers, judges, arbitrators, and mediators) of construction contracts. Non-probability sampling is used as a convenient and inexpensive way to assemble a sample for research studies that do not require representativeness of the population (Babbie, 1990). Expert sampling, which is the assembly of persons with known or demonstrable experience and expertise in some area, was also used in this study. In addition, convenience sampling was used by asking these experts if they could suggest other eligible people who could potentially become participants in this research.

The study population was made up of around 500 accessible people who were primary and secondary users of construction contracts. The sampling frame was developed by randomly dialing telephone numbers of people that fit the description of the potential population sample for this research. They were asked if they would be willing to participate in the survey and if they answered in the affirmative, they were also asked to suggest other users of construction contracts to participate in the research. In addition to finding participants over the telephone, e-mails were sent to other eligible primary and secondary users. In the end, 239 people agreed to participate and these respondents made up the sample population for this research.

Survey Structure

The questionnaire for this research was divided into five parts. A combination of open and closed-ended questions were used. The open-ended questions allowed the respondents to state their feelings, views, or ideas and were important because they provided more detail. Various

closed-ended questions were also asked: dichotomous questions, generally answerable by "yes" or "no" were asked, along with multiple choice questions, which helped elicit some of the data that was needed for this research.

The questionnaire for this survey was designed to capture the views and opinions of primary and secondary users of Saudi Arabia's Public Works Contract. Posting the questionnaire online was deemed to be the most convenient and efficient method for this research because it saved both time and money.

Data Collection

An online data collection tool, Survey Monkey, was used to gather data due to its convenience and simplicity. The respondents were given one month to respond to the questionnaire. This was deemed ample time to allow as many participants as possible to take part, and to obtain a representative sample size. Once the completed questionnaires were received the responses were organised in Excel spreadsheets for later analysis.

Data Analysis

Survey Monkey automatically sorted the survey responses and used these to calculate and update basic data percentages. The totals and percentages were also calculated manually. In the preliminary data editing stage, errors, omissions, and incomplete answers were reviewed. Responses that answered less than 75% of the given questions were discarded.

Descriptive statistics, or descriptive data analysis, the process of describing data or statistics obtained through a survey using graphs, percentages, and tables to identify any patterns in the results, was utilised. Data gathered in the opinion portion of the questionnaire were analysed using constant comparison analysis by comparing newly collected data to previous data collected. Open coding was used to identify the commonalities of the respondents in order to arrive at a conclusion.

4. Findings / Results

Part 1 of the questionnaire was composed of three questions comparing the PWC and STCC-RSP. It suggested a promising result, as shown by Table 1 below.

Table 1. Development of Preferred Construction Contract

Part 1	Question 1		Question 2		Question 3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
QA Preferred Construction Contract Clause						
a. STCC-RSP	206	86.19%	205	86.13%	204	86.08%
b. PWC	33	13.81%	33	13.87%	33	13.92%
Total	239		238		237	

Table 1 shows that despite the one or two respondents who did not answer the first and second questions, the STCC-RSP was the respondents' preferred choice; the

average percentage of those who preferred the STCC-RSP over the PWC was 86.13%.

The respondents also read three different original clauses of the PWC. Table 2, below, shows the respondents' preferences. Of the 239 respondents to question one, 181 (75.73%) agreed that the sample clause from the PWC could be simplified, while 58 (24.27%) disagreed. From question two, 180 (75.63%) respondents agreed that the sample clause could be simplified and 179 (75.53%) respondents agreed that the sample PWC could be simplified in the third example. The average of those who agreed in simplifying the PWC clause across these three questions was 75.63%. Given that approximately three-quarters of respondents agreed that the sample clause of the PWC could be simplified, it is safe to conclude that there is a possibility of simplifying the clauses of the current Saudi Arabian PWC.

Table 2. Developing Thoughts on Simplifying the PWC Clause

Part 1	Question 1		Question 2		Question 3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
QB Respondents Thought on Simplifying Sample PWC Clause						
Yes	181	75.73%	180	75.63%	179	75.53%
No	58	24.27%	58	24.37%	58	24.47%
Total	239		238		237	

Table 3, below, shows the reasons the respondents thought the PWC could be simplified. Respondents were allowed to choose more than one option in these questions.

Table 3. Reasons for Agreeing with the Simplification of the PWC Clause

Part 1	Question 1		Question 2		Question 3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
QC Reasons for Affirming						
Too long	162	89.50%	161	89.44%	161	89.94%
Too Legalistic	161	88.95%	161	89.44%	161	89.94%
Too Complicated	179	98.90%	160	88.89%	160	89.39%
Ambiguous	24	13.26%	24	13.33%	23	12.85%
Others	1	0.55%	1	0.56%	1	0.56%
Total Respondents	181		180		179	

The primary reason for agreeing the sample PWC clause could be simplified was that it is "too long"; of the 181 respondents, 162 (89.50%) agreed with this reason, while on the second and third questions, 89.44% and 89.94% of respondents agreed, respectively.

The second most popular reason for agreeing that the sample PWC clause could be simplified was that it uses too many legal terms. Here an average 89.69% of respondents agreed with this reason.

The third reason, that the PWC clause is "too

complicated" saw an average 93.89% of respondents select it, while the fourth reason, that the sample clause is "ambiguous" had only an average of 13.09% of the respondents choose it.

Therefore the three main reasons why the average 180 respondents agreed that the sample clause of the PWC could be simplified were: length of the clauses; use of legal terms; and that the clauses are complicated.

Of the 58 respondents who did not agree with the simplification of the original PWC, all of them claimed, in all three questions, that the sample original clauses are already simplified and that it could be easily understood by an ordinary person. Please see Table 4, below.

Table 4. Reasons for not Agreeing with Simplifications

Part 1	Question 1		Question 2		Question 3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
QD Reasons for Disallowing						
Reason 1	58	100%	58	100%	58	100%
Reason 2	33	56.90%	33	56.90%	33	56.90%
Reason 3	2	3.45%	2	3.45%	2	3.45%

When comparing the 58 who did not agree with a simplification of the PWC to the average 180 respondents who did agree in question **QB**, it could be concluded that plain language is preferred over the original PWC. The suggested plain language revision provided in the questionnaire cannot be perceived as perfect due to the 58 respondents who disagreed with it. Perhaps a better plain language translation might result in a change of perspective of those who did not agree with the plain language sample clause.

Table 5, below, illustrates respondents' preferences for the way a construction clause is written: in paragraph form, or in an outlined form. In the first example, 181 (75.73%) respondents agreed that outline form of a clause was better than the paragraph form, while in question two this increased to 99.16% of all respondents.

Table 5. Outline versus Paragraph Form

Part 1	Question 1		Question 2		Question 3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
Q.E Outline is Easier to Understand than Paragraph						
Yes	181	75.73%	236	99.16%		
No	58	24.27%	2	0.84%		
Total	239		238			

This indicates that there is a great demand for, or belief that, the outline form of a contract clause is better than a paragraph form.

Three clauses of the original PWC were also compared with a plain language suggestion. Table 6, below, shows the combined results for analysis and discussion.

Table 6. Combined Results in Comparing PWC Original Clause and Plain Language Suggestion

Part Two	Q 1		Q2		Q3	
	R-Count	R-%	R-Count	R-%	R-Count	R-%
QA Preferred Contract Clause						
PWC Original	32	13.50%	33	13.92%	33	13.92%
PWC Plain Language	205	86.50%	204	86.08%	204	86.08%
Total	237		237		237	
QB Concurrence with the Suggested Alternative Clause						
Yes	204	86.08%	204	86.08%	203	85.65%
No	33	13.92%	33	13.92%	34	14.35%
Total	237		237		237	
QC Reasons in Affirming						
Simpler	185	90.69%	203	99.51%	202	99.02%
Complete	5	2.45%	13	6.37%	19	9.31%
Same meaning as original	7	3.43%	7	3.43%	25	12.25%
All of the above	23	11.27%	Not asked	Not Asked	Not asked	Not Asked
Other/s	0	0	1	0.49%	1	0.49%
QD Reasons in Denying						
Some meaning is gone	33	100%	33	100%	33	100%
Important phrases are removed	33	100%	33	100%	33	100%
Other/s	0	0	0		0	0

QA. In the first question, 205 respondents preferred the plain language PWC, while in the second and third comparisons there is one respondent changed their mind. Despite this, it is safe to say that the respondents preferred the plain language PWC, given that 86.5% of respondents indicated this.

QB. Evidently, on the first and second questions, 204 or 86.08% agreed with the suggested alternative plain language clause, while on the third question one respondent changed his mind. Despite such, the minimum percentage of those who approved the plain language suggestion was 86.08% indicating that it was preferred by the respondents over the original PWC clause.

QC. The minimum numbers of respondents who preferred the plain language suggestion in this question was 203 (85.65%). Since the question required multiple answers, its goal was to learn which, among the choices, would prevail over the others. As shown in the table above, the choice “simpler” had an average of 95.1% respondents choose it for all three questions, the highest percentage of all the choices. This was followed by the choice “same

meaning as the original”, with the maximum percentage of 12.25% respondents, while the third reason, being “complete”, had a maximum percentage of 9.31% choosing it. It was decided to scrap the choice “all of the above” for the obvious reason that it was asked only in the first question, however the choice “other/s” was provided, despite the fact that only a single specified “other” reason was provided in questions two and three; these were: “easy to understand”, “shorter than the original”, “direct to the point”, and “more convenient”.

It was concluded that the suggested alternative was simpler but not complete and it needs to be reviewed and rewritten in order to have the same meaning as the original PWC clause. As to “other/s”, a drafter should find a way to make the plain language clause shorter and more convenient for an ordinary reader.

QD focused on those who did not agree with the alternative clause and had the same percentage of respondents on all three questions. All of these respondents agreed that some meaning was gone and that important phrases had been removed. These respondents represented, however, just 13.92% of the entire number of respondents. It is therefore safe to say that the alternative plain language clause was preferred over the original PWC clause. However, the plain language suggestion should still be improved to encourage those 33 respondents to agree with it.

Opinion Portion

It is believed that an amendment or revision must be made to the PWC in order for it to be written in straightforward, plain language – approximately 86.19% of respondents agreed with this. Various opinions and comments from the respondents regarding the PWC are as follows:

1. “The contract terms of Saudi Arabia are long.”
2. “As a contractor, I can say that the PWC is almost one sided because almost all of its provisions were mandated to the contractor.”
3. Various articles were considered “repetitious, [and] should be placed under one article only”.
4. Penalties and restrictions are harsh.

Result of the General Questions

General questions classified the respondents concerning their origin, experience, and grouping (primary or secondary users). Only 237 respondents answered this part of the questionnaire, although more than 75% of the questionnaire was answered by 239 respondents. This prompted the researcher to conclude there were 239 respondents overall. Please see Figure 3 below.

Granting *arguendo* that claim for exclusion of two respondents was followed, there is a rule in the methodology only to reject respondents that completed less than 75% of the questionnaire, which will justify their inclusion.

The experience of being a party to a construction contract is very important in determining the success of this research.

Those who have at least once in their lives experienced being a party to a construction contract can clearly grasp the importance of this research.

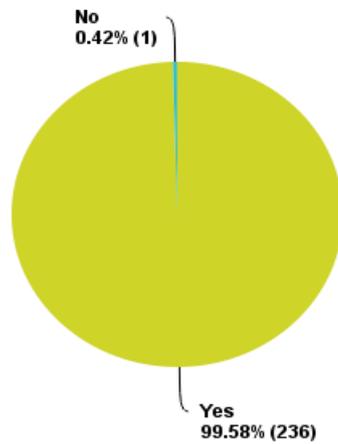


Figure 3. Number of participants who had entered into a construction contract

The majority, or 205 (86.50%), of the respondents were from the group of primary users, while 28 (11.81%) were secondary users of construction contracts. There were also four (1.69%) respondents who came from other groups but were included for the reason that their answers complied with the rules stated in the methodology. Please see Table 7, below.

As to the origin of respondents, 212 (89.45%) came from Saudi Arabia; given that Saudi Arabian nationals were the presumptive beneficiaries of this research, it is only proper that all, if not at least the majority, of respondents were Saudi Arabian. Please see Table 8 below.

Table 7. Groups of Respondents

Answer Choices	Responses
Primary user (Client, Contractor, Subcontractor, Engineer, Architect)	86.50% 205
Secondary user (Lawyer, Judge, Arbitrator, Mediator)	11.81% 28
Other (please specify)	1.69% 4
Total	237

Table 8. Respondents' Origins

Answer Choices	Responses
Saudi Arabia	89.45% 212
Malaysia	0.84% 2
New Zealand	1.27% 3
Asia	7.17% 17
North America	0.42% 1
South America	0.42% 1
Africa	0.42% 1
Other (please specify)	0.00% 0
Total	237

Effect of Lengthy Construction Contract on One's Reading Comprehension

Long, protracted, sentences and paragraphs embedded with legalism challenge the mind of a legalistic reader. However, this challenge does not apply to an ordinary sentence or paragraph, as proven by the results: 204 (86.08%) claimed that length (long sentences and paragraphs) affected their reading comprehension. It can be concluded that this majority are primary users. This group, although expert in their own fields, cannot be guaranteed to be an expert on legal matters. Those who disagreed (13.92%) were secondary users of construction contracts and are experts in the legal field, see Figure 4, below. It is therefore not surprising for them to disagree with the question at hand. However it can be concluded that length of a clause does affect reading comprehension.

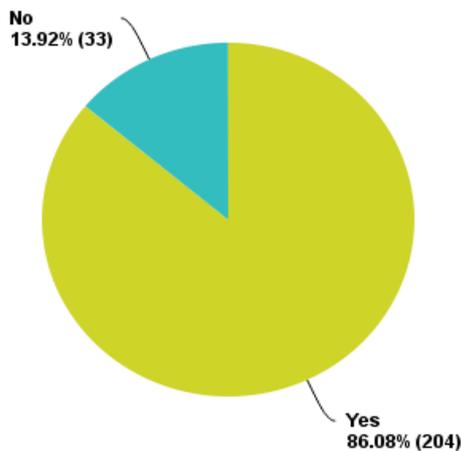


Figure 4. Length of a contract clause affects respondents' reading comprehension

Research Findings in Relation to Research Objective/Research Questions

The high percentage of respondents who preferred the Malaysian STCC-RSP, as well as the suggested plain language PWC clause, affirms that indeed, respondents preferred plain language. The high percentage (86.08%) who indicated that length of sentences or paragraphs affected their comprehension is evidence that if a clause is simplified into plain language, it will be more easily understood.

The main reason respondents preferred the suggested plain language was because it was simpler, as indicated by more than two-thirds of the respondents. This implies that since the respondents liked the plain language, which was written in simple terms, they could more easily grasp the idea or command the clause was trying to impart. One must take note, however, that simplicity cannot be equated with perfection. Many respondents agreed with the suggestion to either revise or amend the current PWC. The goal of this research, to present a clear and concise comparison of similar clauses of the PWC and STCC-RSP, and compare a plain language PWC with the traditional, legal language PWC, was achieved.

Regarding reading comprehension, respondents agreed that length of clauses affected their comprehension: the high percentage of respondents who chose the suggested plain language alternative implies that they are open to a revision, or amendment, of the original PWC clauses.

Based on the results, the majority of respondents do not want ambiguous clauses, however they do not believe that the original PWC is ambiguous. As to correlations within a clause, respondents unanimously said that they should be avoided. As to the presence of sufficient demand to move towards a Saudi plain language construction contract, it appears that, based on the results, this would be supported.

Research Results in Relation to Previous Studies

Tiersma stated that the modern movement for plain language started in the 1970's. The conservative ways of Saudi Arabia have not yet been influenced. The PWC, which was introduced in 1988, still uses traditional, legal language. The results of this research might convince authorities to consider a plain language revision.

This research confirms Masson and Waldron's (1994) statement that the primary motivation of insisting on plain language is to increase comprehension among non-experts. While Charow and Charow (1979) claimed that plain language improved comprehension from 31% to 59%, the 86.08% of this research's participants who agreed that the length of a clause affected their comprehension validates these earlier studies.

The high percentage of respondents who affirmed that the PWC contract clauses had long and complicated sentences supports Berry's (2009) explanation, that difficulty in understanding legislative documents is due to long and complex sentence structures that surpass the cognitive capacity of short term-memory. The suggestion of Ameer Ali to break up long sentence into shorter ones to make writing more presentable was validated by the majority, who preferred the STCC-RSP over the PWC.

Incidentally, the majority of respondents claimed that the PWC clauses were complex and difficult to understand, which confirms Plain Language.Gov (2007) assertion that complexity is the greatest enemy of clear communication.

Summary of Research Findings

The following are the findings of this research:

- An average 86.13% of respondents preferred the plain language STCC-RSP;
- An average 86.08% of respondents preferred the suggested plain language alternative;
- An average 87.44% of respondents favoured the outline form of writing clauses over paragraph form;
- An average 70.12% of respondents indicated that correlations should be avoided;
- 86.08% of respondents revealed that the length of sentences or paragraphs affected their comprehension; and finally
- If given the chance, respondents would suggest a revision or amendment of the present PWC.

5. Conclusions

The results of this study clearly revealed that there is a strong will and sufficient support to move towards a Saudi plain language construction contract. Based on the results, it appears that there is a sufficient demand for an amendment or revision of the current Saudi Arabia PWC. Clearly, there is a strong support for plain language from the primary and secondary users of construction contracts.

This study revealed that the majority of users of construction contracts prefer plain language. The results of this study are evidence enough that construction contract users prefer a plain language construction contract to streamline their understanding of their duties and responsibilities and avoid conflicts, which require large monetary expenses, either on alternative dispute resolutions or through court action.

6. Further Study

Recommendations for Improvements

It is recommended that to improve this study, additional topics could be covered, for example, legal jargon, plain language sentence construction, wordiness, redundancy, conjoined phrases, and poor word choices. Sample plain language suggestions should leave no room for error through ensuring the suggestion is complete without diverting from the original meaning of the clause being revised. For researchers with a large budget, an increased number of participants would be recommended. There should also be an increased number of clause comparisons between the plain language suggestions and the original clause. A comparison with two or more plain language contract terms of other countries is also recommended.

Recommendations for Further Study

Future study should focus only on the views of secondary users to know their exact stand on plain language vis à vis legal language. It is recommended that future researchers draft a complete plain language revision of the current PWC and present it by way of a quantitative questionnaire or qualitative interviews to primary and secondary PWC users.

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