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## Why can plain English in contracts cause difficulties in translation into Polish?

**Summary:** Plain English has had a long history and considerable success, including in legal texts. In contrast, plain Polish is a relatively new phenomenon. Even though in Poland discussions about text readability started the 1960s, it was not until the 2010s that plain language started to appear in communication of governmental agencies, local authorities, banks, etc. A corresponding plain language of contracts has only started to emerge. Thus, translating contracts from plain English into Polish can prove no less difficult than translating from legalese, as confirmed by the author's didactic work with translation trainees. Difficulties are caused by the use pronouns to refer to parties to the contract, finite verbs forms in contract headings, simple syntax (short sentences), and by legal terminology being replaced by or mixed with more colloquial expressions. These features are rare in Polish contracts and the few available plain Polish contracts do not provide much reference material. Examples of difficulties from a standard contract of supply used in training are provided and temporary strategies of dealing with them suggested. Until plain Polish contracts become more widespread, possible strategies include using names of parties as defined by the Polish Civil Code for particular contract types, avoiding very complex syntax, especially by replacing the abundance of nominalizations with verb phrases (with the exception of headings), and cautiously paraphrasing terminology. Translators should also follow the developments in plain Polish, while paraphrasing exercises are necessary in translator training.

**Keywords:** plain language, contracts, legal language, paraphrasing, readability measures

## 1. Introduction

This article discusses the difficulties of English-Polish contract translation caused by the use of plain English. It argues that translating it into a target legal culture where plain language contracts are only beginning to appear may cause difficulties in target text production. This is not a problem typically associated with legal translation, where discussions often concern legal terminology and the difficulties caused by lack of correspondence between legal concepts from various legal cultures (e.g., Gościński 2019: 164-169; Šarčević 1997: 237-239). Lack of equivalence between the so-called system-bound terms forces legal translators to employ various compensatory techniques (Gościński 2019: 164-169; Šarčević 1997: 250-264) and methods from the field of comparative law (Prieto Ramos 2014: 267-268; Engberg 2013: 10-18; Šarčević 1997: 114, 235).

The typical features of traditional English legal language (*legalese*) include the presence of Latinisms, terms of French or Norman origin, formal register, archaic expressions, doublets or even triplets of near synonyms, many performative verbs, but also euphemisms and colloquialisms (Alcaraz Varó & Hughes 2002: 4-14). The syntax of legal English is often complex, with long sentences, frequent restrictive connectors, passive constructions and conditionals (Alcaraz Varó & Hughes 2002: 18-21), as well as embeddings, complex noun phrases, strings of nouns, complex prepositions, qualificational insertions or (multiple) negatives (Jopek-Bosiacka 2010: 63-72). Centre-embeddings and low-frequency vocabulary were found to be the top features making processing (especially recall) of contracts difficult (Martínez et al. 2022: 6). Meanwhile, the basic idea behind plain language is to remove such features to make texts more accessible.

To set the scene, the history of plain language in the UK, the US and Poland is briefly presented. Then, samples of English and Polish contracts and their readability measures are discussed. The following section contains examples of translation difficulties from a plain English contract and suggests possible solutions. The conclusion is that plain English contracts force translators to perform intralingual translation (change of register) on top of interlingual translation into Polish. Translators should follow the advances of plain legal Polish to keep up with the changes of language acceptable in contracts.

## 2. Plain English and plain Polish so far

### 2.1. The United Kingdom

Winston Churchill is credited with the first plea for plain language in the UK. In his famous “Brevity” memo dated 9 August 1940 (during the Battle of Britain) he explained: “[t]o do our work, we all have to read a mass of papers. Nearly all of them are far too long. This wastes time, while energy has to be spent in looking for the essential points”. The advice he gave in the memo was: stating the main points in a series of short paragraphs, with supplementing information provided in appendices, and leaving out long “woolly phrases” (or “officialese jargon”) or replacing them with single words or conversational language. Concluding, Churchill expressed the belief that “the discipline of setting out the real points concisely will prove an aid to clearer thinking”.<sup>1</sup>

In the 1970s, the initiative of writing in plain language was picked up by some UK local newspapers. In 1979, Chrissie Maher, a former editor of one of such newspapers, who became a Member of Parliament by that time, launched the Plain English Campaign (PEC). In the 1980s, the PEC started providing editing services and granting awards to companies using plain language, while the government conducted the first review of official forms (making immediate savings). *Small Print* report, which analysed the language of contracts and suggested ways to simplify it, followed in 1983. The language of civil procedure was significantly simplified as part of Lord Woolf’s reform in the late 1990s. Soon afterwards, Lord Auld’s review (2001) led to the conclusion that plain English should also be used in criminal courts, while the Law Society for the first time obliged solicitors to make “every effort to explain things clearly, and in terms [clients] can understand, keeping jargon to a minimum”.<sup>2,3</sup> With more than 2,000 organisations holding awards for the clarity of their communication, with a broad offering of practical guides, training courses and even a translation service from six languages, including Polish,<sup>4</sup> plain English can be considered well established in the UK.

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<sup>1</sup> [https://policymemos.hks.harvard.edu/files/policymemos/files/churchill\\_memo\\_on\\_brevity.pdf?m=1602679032](https://policymemos.hks.harvard.edu/files/policymemos/files/churchill_memo_on_brevity.pdf?m=1602679032) [access 30 April 2022]. Interestingly, Churchill repeated his call for brevity in 1951: <https://blog.nationalarchives.gov.uk/churchills-call-for-brevity/> [access 30 Apr. 2022].

<sup>2</sup> For full timeline, see: <http://www.plainenglish.co.uk/about-us/history/timeline.html> [access 30 Apr. 2022].

<sup>3</sup> The Law Society’s Code of Conduct now provides: “You give clients information in a way they can understand” (<https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>) [access 30 Apr. 2022].

<sup>4</sup> Translation service offered by PEC (<http://www.plainenglish.co.uk>) [access 30 Apr. 2022].

## 2.2. The United States

The first published style manual advocating the use of plain English in the US administration was *Gobbledygook Has Gotta Go* (O'Hayre 1966).<sup>5</sup> In the 1970s, Presidents Nixon and Carter issued the first orders requesting certain documents to be written in plain language. Despite their rescission by Ronald Reagan, in the 1980s, some agencies decided to rewrite their rules in plain language, certain states passed plain language laws, while law professors started promoting this way of writing as opposed to legalese. The savings to be made on clear communication were quickly confirmed by Citibank, whose simplified promissory note allegedly reduced the amount of litigation.

In 1998, President Clinton directed all federal agencies to use plain language in new regulations. In the memorandum introducing the requirement, he briefly stated the aim and offered a definition of plain language: “[b]y using plain language, we send a clear message about what the Government is doing, what it requires, and what services it offers [...] Plain language documents have logical organization; common, everyday words, except for necessary technical terms; ‘you’ and other pronouns; the active voice; and short sentences.”<sup>6</sup> From that moment on we can speak of a “snowball effect”, with subsequent initiatives, such as the Securities and Exchange Commission’s *A Plain English Handbook*.<sup>7</sup>

This requirement became law during President Obama’s first term. The Plain Writing Act aims to “improve the effectiveness and accountability of Federal agencies to the public by promoting clear Government communication that the public can understand and use” (Public Law 111-274, s. 2). It defines plain language as “writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience” (Public Law 111-274, s. 3.3). The short law is supplemented by more detailed Federal Plain Language Guidelines. In addition to principles mentioned in President Clinton’s memorandum, the guidelines call for avoiding nominalisations or double negations, omitting unnecessary words, using *must* to indicate requirements, choosing words based on audience orientation, organising documents into short sections with many headings, etc. (PLAIN 2011). Several Executive Orders (12866, 12988, and 13563) require plain or clear language in legislation,

<sup>5</sup> [https://www.governmentattic.org/15docs/Gobbledygook\\_Has\\_Gotta\\_Go\\_1966.pdf](https://www.governmentattic.org/15docs/Gobbledygook_Has_Gotta_Go_1966.pdf) [access 30 Apr. 2022]

<sup>6</sup> Cited after the National Conference of State Legislatures’ timeline of US plain language initiatives: <https://www.ncsl.org/Portals/1/Documents/lss/PlainLangTimeline.pdf> [access 30 Apr. 2022]

<sup>7</sup> <https://www.sec.gov/pdf/handbook.pdf> [access 30 Apr. 2022]

while others (e.g., 14801) require providing plain-language information in reports or on websites. Even though some Executive Orders fail to meet plain language requirements (Temin 2021), a clear trend has been observed for presidential State of the Union speeches to be made in increasingly simple language (O’Kruk 2022).

### 2.3. Poland

In Poland, the efforts aimed at simplifying language came from the academia. Walery Pisarek started discussion on the topic of text readability<sup>8</sup> in the 1960s and developed an index, based on sentence length and the percentage of words with four or more syllables (Gruszczyński et al. 2015b: 13). Yet it was not until the 2010s that Pisarek’s formula was empirically tested, its validity confirmed (Gruszczyński et al. 2015b: 446) and the first IT tool using this formula: *Jas-nopis*, was developed (Gruszczyński et al. 2015a).

In 2010, an academic unit dealing specifically with plain Polish was established: the Plain Polish Lab (PPL) at the University of Wrocław. The PPL defined the plain language as: “a manner of text organization that allows an average citizen to quickly access the information it contains, understand it better and – where necessary – act efficiently on its basis” (Piekot et al. 2019: 199, own translation). It developed more detailed recommendations for the lexis, syntax, text segmentation and organisation, as well as its presentation (Zarzeczny, Piekot 2017: 15). The Lab has prepared a number of reports analysing the language of official communication with citizens and has simplified official documents. It was invited to simplify the language used by banks, insurers and other companies. Its head, Tomasz Piekot, is also responsible for another IT tool: *Logios*. The PPL was also the first to deal with legal language: it helped prepare the first plain Polish contracts used by banks (a sample is presented in section 3.3), and published the first plain Polish loan agreement between individuals (Gwardecki 2020). More recently, classes on plain language in legal documents were included in Legal Design studies and a plain Polish dictionary for lawyers is being created. In 2023, recommendations for simplifying contracts are expected.<sup>9</sup>

The fact that legal language is being addressed is significant, because for decades discussion was ongoing whether legislation could be made more readable and, most importantly, whether clarity would not come at the expense of precision (Andruszkiewicz 2018; 9-15; Zych 2016: 65-68). Although the

<sup>8</sup> Focusing on the language of the media.

<sup>9</sup> <https://www.linkedin.com/in/tomaszpiekot/recent-activity/shares/> [access 28 Nov. 2022]

Principles of Legislative Technique<sup>10</sup> require clear, communicative and adequate language in legislation, assessment is left to the drafters and there is no legal requirement to communicate clearly comparable with the US Plain Writing Act. Still, the Act on Consumer Rights requires providing customers with certain information and standard forms in plain language (in the Act's Schedule). Obstacles in the way of plain language included also the vague and relative nature of the notion of plain Polish, frequent connotations with oversimplification, and writers' linguistic habits (Hebal-Jezierska 2019: 18). However, similar arguments were once raised in English-speaking countries (Felsenfeld 1981; Kimble 2016). But practitioners point out that a more understandable contract is also safer, because parties know better how they are supposed to behave, while in case of disputes contracts are often interpreted by referring to parties' intentions, rather than the wording used.<sup>11</sup>

### 3. Samples of contracts in English and in Polish

#### 3.1. Plain legal English

Joseph Kimble, an advocate of plain English, describes the traditional legal style as "a stew of all the worst faults of formal and official prose, seasoned with the peculiar expressions and mannerisms that lawyers perpetuate" (2006: xi). Specifically, he argues that legal vocabulary is "archaic and inflated" (doublets, multi-word prepositions, jargon), the sentences long, often passivised, with abstract nouns and the verb "delay[ed] by putting lists of items in the subject or by embedding clauses between the main subject and verb". He also criticises overall text organisation: long paragraphs, lack of logical order, poor use of summaries, as well as redundancy and ambiguity (Kimble 2006: xi-xii).

Kimble suggests, for instance, changing passages such as:

If any term, provision, Section, or portion of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining terms, provisions, Sections, and portions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

into:

<sup>10</sup> Rozporządzenie Prezesa Rady Ministrów w sprawie „Zasad techniki prawodawczej”, <https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20160000283/O/D20160283.pdf> [access 30 Apr. 2022]

<sup>11</sup> <https://ejkancelaria.pl/prosty-jezyk-w-umowie-to-mozliwe/> [access 9 Dec. 2022]

If a court invalidates any portion of this agreement, the rest of it remains in effect. (Kimble 2006: xiii-xiv)

Plain legal English seeks to address these problems by better text organisation (lists, headings), but also lexical and stylistic changes such as:

- Replacing low-frequency and foreign terms with more everyday vocabulary whenever possible, though considering the need to distinguish between similar terms, the doctrine of precedent, with judgments made in the past still cited, and the fact that some older legislation is still in use;
- Eliminating unnecessary words;
- Making sentences shorter and more manageable;
- Using fewer passive constructions and nominalizations (Williams 2004: 117-123);
- Keeping subject, verb, and object close together;
- Not placing the main clause at the end of sentence;
- Using positive, not negative, statements (Kimble 2007).

### 3.2. Samples of English contracts and their readability indices

The following samples<sup>12</sup> come from two English contracts I use in the contract translation module at the Interdisciplinary Postgraduate Studies in Translation and Interpreting at the University of Warsaw. Sample 1 is from a translation agreement, in a style closer to legalese, as confirmed, e.g., by the use of *shall*, pronominal adverbs *hereunder* and *thereof*, doublets or triplets (*supersedes and revokes, validity, force and effect*) and low-frequency vocabulary (*effects, furthermore, without prejudice to*). Sample 2 comes from a contract of supply, written in plainer language, with *should* and *must* instead of *shall*, pronoun *you* denoting one of the parties and certain everyday expressions (*change your mind, chase payments, affect rights*). Importantly, neither Sample 1 can be considered to represent pure legalese, nor is Sample 2 completely plain English, but they are closer to the respective extremes of a stylistic continuum.

Both samples were analysed in terms of comparable readability measures developed for English:

- Gunning Fog index, based on average sentence length and percentage of hard words; the higher the value, the more difficult the text (values above 12 mean that most people will find it hard to read);
- Flesch Reading Ease formula, based on average sentence length and average number of syllables per word and using a 0-100 scale; the higher

<sup>12</sup> All samples were 2,700+ characters with spaces, due to limitations of free readability tools.

## Sample 1. Translation contract with features of legalese

### 10 TERM AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, for the Term, at the end of which it shall terminate automatically without notice.

10.2 Without prejudice to any right or remedy XXX may have against the Buyer for breach or non-performance of this Agreement, XXX shall have the right to terminate this Agreement by notice in writing to the Buyer with immediate effect if:

10.2.1 the Buyer does not pay XXX any payment due hereunder within 30 (thirty) days of the due date for such payment; or

10.2.2 the Buyer commits a material breach of any other term of this Agreement or, in the case of any such breach capable of remedy, fails to remedy or repeats such breach after receiving written notice from XXX to remedy it within a period of at least 30 (thirty) days; or

10.2.3 an order is made or resolution passed for the winding-up or bankruptcy of the Buyer, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, the Buyer compounds or makes any voluntary arrangement with its creditors or any class thereof, or the Buyer is dissolved or otherwise ceases to exist, or such dissolution or ceasing to exist is imminent, or the Buyer ceases its usual business operations; or

10.2.4 there is a change of control of the Buyer.

10.3 On termination of this Agreement for whatever reason, all rights granted to the Buyer shall revert to XXX. Termination of this Agreement for whatever reason shall also be without prejudice to any claim XXX may have for damages or otherwise and without prejudice to any liabilities or obligations of the Buyer accruing up to the date of termination.

### 12 GENERAL

12.2 The Buyer shall not be entitled to assign or sub-contract all or part of this Agreement without the prior written consent of XXX.

12.4 This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes and revokes all prior discussions, arrangements and agreements written or oral relating thereto.

12.6 No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy shall be construed as a waiver thereof.

12.9 This Agreement may be executed in any number of identical counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute one and the same instrument.

Furthermore, each party agrees that signatures exchanged by facsimile, e-mail, or other digital or electronic means are intended to authenticate this Agreement and shall have the same validity, force and effect hereunder as manual signatures.

Source: own materials

## Sample 2. Contract of supply with features of plain language

### 9. Cancelling if You Change Your Mind

9.1 You have the right to cancel the Delivery and claim a full refund without obligation at anytime until the Supplier has provided You or Xxx with a Delivery Date. Thereafter you have the right to cancel the Delivery and claim a full refund without obligation up to the greater of 48 hours or one full working day before the Delivery Date. Thereafter if you cancel the Delivery the Supplier reserves the right to charge a reasonable fee to cover costs incurred and lost profit and to deduct such a sum from the refund otherwise due to You.

9.2 If you are contracting as a consumer, you may give notice of your intention to return the Wood Pellets to the Supplier at any time within seven working days, beginning on the day after you received the Wood Pellets. In this case, you will receive a full refund of the price paid for the Wood Pellets provided you return the Wood Pellets to the Supplier as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Wood Pellets while they are in your possession. If You fail to comply with this obligation, Supplier may have a right of action against you for compensation. This provision does not affect your other statutory rights as a consumer.

9.3 Supplier has the right to cancel the Delivery at anytime without obligation other than in respect of the refund of the price paid by You.

9.4 Notice of cancellation can be provided by contacting XXX between Monday to Friday 8.30am to 4.30pm excluding major UK public holidays.

### 10. Changing the quantity of Wood Pellets ordered

10.1 If You wish to increase or decrease the amount of Wood Pellets ordered then such requests should be addressed via XXX

### 11. Payment

11.1 Payment must have been made prior to delivery via XXX unless otherwise agreed

11.2 Payments and refunds under this Contract of Supply will be processed by XXX unless otherwise agreed.

11.3 Payment will be deemed to have been received only after the payment has cleared into XXX's account

11.4 In the event that You do not pay any due sums via XXX, Supplier reserves the right to chase the payment directly. You may not withhold payment in the event of a dispute and any late payments may accrue interest and other charges in line with government late payment guidelines

### 12. Title and risk

12.1 The Wood Pellets will be your responsibility from the time of delivery.

12.2 Ownership of the Wood Pellets will only pass to you once payment has been made in full for the Delivery.

### 13. VAT

13.1 If accepting Wood Pellets at the reduced rate of VAT, it is Your responsibility to ensure that Your usage of Wood Pellets attracts the lower rate of VAT. You agree to pay any shortfall in payment if you accept this lower rate in error.

Source: own materials



the value, the easier the text is to read (values between 60 and 69 correspond to standard texts, while 30-49 range denotes difficult tests);

- Flesch Kincaid Grade Level and the Automated Readability Index both provide numbers that approximate the grade level needed to understand the text (readabilityformulas.com).

Table 1. Comparison between Sample 1 and Sample 2 in terms of readability indices, done with the help of freely available tools: WebFX.com/tools/read-able/ (WebFX) and readabilityformulas.com /free-readability-formula-tests.php (RF) [both accessed on 30 Apr. 2022].

Index or measure	Sample 1		Sample 2	
	WebFX	RF	WebFX	RF
<i>Gunning Fog</i>	14.2	14.1	9.3	9.3
<i>Flesch Reading Ease</i>	49.1	49.3	65.1	65.1
<i>Flesch Kincaid Grade Level</i>	11.5	11.4	7.8	7.8
<i>Automated Readability Index</i>	10.1	10.1	6.1	6.1
<i>Complex words</i>	18.00%	-	11.57%	-
<i>Words with 3+ syllables</i>	-	18%	-	12%
<i>Average words per sentence</i>	20.38	20	14.57	15
<i>Average syllables per word</i>	1.62	2	1.50	2
<i>Readability consensus</i>	Should be easily understood by persons aged 17-18	Reading level: difficult to read, reader's age: 15-17 yrs	Should be easily understood by persons aged 13-14	Reading level: standard/ average, reader's age: 12-14 yrs

Source: own compilation on the basis of WebFX and RF websites

Despite slight differences in measures results from the two websites are consistent. They show that Sample 1 is clearly less readable than Sample 2, which may confirm that Sample 2 is written in plainer language.

### 3.3. Samples of Polish contracts measured by *Jasnopis* and *Logios*

This subsection presents three samples of Polish contracts:

- contract of sale of real property prepared by a notary (Sample 3);
- template of residential lease (Sample 4);
- bank account contract prepared with the help of the PPL (Sample 5).

Sample 3 comes from a particularly difficult text. It consists of just a few complex sentences, with conditions or clarifications introduced in subordinate clauses. Interestingly, this is the kind of document which is usually sight-trans-

### Sample 3. Contract of sale of real property

§ 6. 1. Nabywca wyraża zgodę oraz ustanawia swoimi pełnomocnikami Dewelopera oraz xxx i upoważnia każdego z pełnomocników do samodzielnego działania w zakresie:

a) zmiany wysokości udziału w Nieruchomości Wspólnej, związanego z własnością Lokalu i ustalenia nowej wysokości udziałów w Nieruchomości Wspólnej, w przypadku, gdy po zakończeniu Przedsięwzięcia Deweloperskiego, zmianie ulegnie łączna powierzchnia użytkowa wszystkich lokali i pomieszczeń przynależnych do lokali, przy czym powyższy udział zostanie w każdym przypadku ustalony zgodnie z przepisami ustawy o własności lokali; [...]

a w powyższym zakresie do reprezentowania mocodawcy wobec wszelkich władz, urzędów administracji państwowej i samorządowej, sądów wieczystoksięgowych, osób prawnych i fizycznych, składania wniosków, pism, podań i środków odwoławczych, składania i odbioru dokumentów, jak również do dokonywania wszelkich innych czynności prawnych i faktycznych niezbędnych dla realizacji celu niniejszego pełnomocnictwa;

Nabywca oświadcza, iż pełnomocnik – stosownie do treści art. 106 Kodeksu cywilnego – może ustanawiać dla Nabywcy dalszych pełnomocników w zakresie wszystkich lub niektórych czynności objętych niniejszym pełnomocnictwem (udzielanie substytucji), a ponadto może być drugą stroną czynności dokonywanych w imieniu i na rzecz Nabywcy oraz może reprezentować inne strony tych czynności; ponadto Nabywca zręka się prawa odwołania tego pełnomocnictwa oraz postanawia, że pełnomocnictwo to nie wygaśnie w okolicznościach, o których mowa w art. 101 § 2 Kodeksu cywilnego, przy czym pełnomocnictwo to wygaśnie z chwilą zbycia przez Dewelopera ostatniego lokalu wybudowanego w ramach Przedsięwzięcia Deweloperskiego.

W przypadku zbycia Lokalu stanowiącego przedmiot niniejszej umowy Nabywca zobowiązuje się wyjednać od kolejnego nabywcy tego Lokalu pełnomocnictwo o określonym wyżej zakresie.

2. Nabywca wyraża zgodę na prowadzenie przez Dewelopera robót budowlanych na Nieruchomości związanych z budową wszystkich zadań inwestycyjnych w ramach Przedsięwzięcia Deweloperskiego, w szczególności zdaje sobie sprawę z uciążliwości związanych z prowadzeniem w sąsiedztwie Lokalu prac budowlanych, z zachowaniem zasad ciszy nocnej. Nabywca zobowiązuje się nie ingerować w żaden sposób w proces budowlany oraz oświadcza, że nie będzie 14 podejmował działań prawnych i faktycznych, które mogłyby uniemożliwić Deweloperowi realizację kolejnych etapów Przedsięwzięcia Deweloperskiego, w szczególności Nabywca zobowiązuje się stosować się do wymaganych środków ostrożności, nie utrudniać prowadzenia robót budowlanych i nie korzystać z części Nieruchomości na których prowadzone są lub będą roboty budowlane do czasu ich zakończenia.

Source: own materials

### Sample 4. Residential lease

#### §5

1. Najemca, poza zapłatą czynszu na rzecz Wynajmującego, będzie dokonywać wszelkich opłat wynikających z eksploatacji mieszkania (opłaty za zużycie wody, energii elektrycznej, wywóz odpadów, etc).
2. Najemca, zgodnie z art. 681 KC, będzie na własny koszt dokonywał drobnych nakładów na rzecz lokalu mieszkalnego

#### §7

1. Wynajmujący zobowiązuje się przedstawiać Najemcy bieżące rachunki obejmujące opłaty eksploatacyjne, o których mowa w §5 w terminie co najmniej 7 dni przed terminem płatności.
2. Najemca zobowiązuje się przedstawiać Wynajmującemu w dniu terminu płatności, o których mowa w pkt. 1 tego paragrafu, dowody ich uiszczenia.

#### §8

Najemca nie ma prawa do podnajmowania mieszkania ani jego części osobom trzecim.

#### §9

O nadchodzącej na nazwisko Wynajmującego korespondencji i sprawach wymagających jego udziału Najemca będzie niezwłocznie informował Wynajmującego telefonicznie/mailowo/listownie/osobiście.

#### §10

1. Najemca nie dokona żadnych zmian budowlanych w lokalu mieszkalnym bez uprzedniej zgody Wynajmującego, otrzymanej w formie pisemnej.
2. Nakłady poniesione przez Najemcę na trwałe ulepszenie lokalu mieszkalnego dokonane zgodnie z pkt 1 tego paragrafu zostaną mu zwrócone przez Wynajmującego w chwili rozwiązania/ustania umowy najmu.
3. Zwrot kosztów poniesionych na trwałe ulepszenie opisane w pkt 2 tego paragrafu nie zachodzi w oparciu o dowody kosztowe, a o wartość ulepszeń w momencie zakończenia umowy - ceny rynkowe.
4. Jeśli Wynajmujący nie wyraził zgody na dokonanie trwałych ulepszeń lokalu mieszkalnego przez Najemcę, może odmówić zwrotu kosztów poniesionych przez Najemcę na ich rzecz oraz zażądać przywrócenia lokalu do stanu pierwotnego, opisanego m.in. w §1 i §2 niniejszej umowy.

#### §11

Wynajmującemu przysługuje prawo wypowiedzenia umowy najmu z minimum miesięcznym wyprzedzeniem (liczonym od końca miesiąca kalendarzowego, w którym wypowiedzenie zostało dostarczone) w następujących wypadkach:

- jeżeli Najemca pomimo pisemnego upomnienia nadal używa lokalu w sposób sprzeczny z umową lub niezgodnie z jego przeznaczeniem lub zaniedbuje obowiązki, dopuszczając do powstawania szkód lub niszczy urządzenia przeznaczone do wspólnego korzystania przez mieszkańców albo wykracza w sposób rażący lub uporczywy przeciwko porządkowi domowemu, czyniąc uciążliwym korzystanie z innych lokali, lub
- jeżeli, pomimo pisemnego uprzedzenia o zamiarze wypowiedzenia umowy najmu i wyznaczenia dodatkowego terminu spłaty, Najemca zalega z płatnościami czynszu za przynajmniej 3 pełne okresy, lub
- jeżeli Najemca wynajął, podnajął albo oddał do bezpłatnego użytku lokal mieszkalny lub jego część osobom trzecim bez zgody Wynajmującego.

Source: [www.poland-consult.com](http://www.poland-consult.com) [access 30 Apr. 2022]

lated by sworn translators when foreigners buy real property in Poland. Noun phrases are fairly long (*czynności objęte niniejszym pełnomocnictwem, łączna powierzchnia użytkowa wszystkich lokali i pomieszczeń przynależnych do lokali*), verbs are in 3<sup>rd</sup> person, there are many deverbals and a number of rare words are used (*ponadto, uciążliwości, wyjednać, zadanie inwestycyjne*).

## Sample 5. Bank account contract in plain Polish

**Końcowe postanowienia**

52. To jest umowa ramowa zgodnie z ustawą z dnia 19 sierpnia 2011 r. o usługach płatniczych.  
 53. Porozumiewamy się z Tobą w języku polskim i stosujemy polskie prawo.  
 54. Wykorzystujemy do kontaktów z Tobą dane osobowe i kontaktowe, które nam podajesz w Karcie Klienta.  
 55. Jeśli zmienią się Twoje dane osobowe lub kontaktowe, powiadom nas o tym jak najszybciej.  
 56. Adresy naszych placówek oraz innych miejsc, w których prowadzimy działalność, znajdziesz:  
 a) na naszej stronie internetowej,  
 b) w naszych placówkach,  
 c) w CA24 Infolinia.  
 57. Na Twój wniosek udostępnimy Ci bezpłatnie:  
 a) umowę,  
 b) dane kontaktowe naszych placówek.  
 Przekażemy Ci je w postaci papierowej, e-mailem lub na innym trwałym nośniku informacji.  
 58. We wszystkich placówkach oraz na naszej stronie internetowej udostępniamy aktualnie obowiązujące dokumenty. Są to: dokument dotyczący opłat, słowniczek pojęć, regulamin, tabela opłat, tabela oprocentowania oraz tabela kursów walut.  
 59. Możesz korzystać z serwisów CA24, jeśli zawrzesz umowę CA24. Jeśli nie zawrzesz umowy CA24, możesz w CA24 Infolinia zlecać tylko wybrane operacje. Listę takich operacji znajdziesz na naszej stronie internetowej.  
 60. Możesz złożyć dyspozycję wkładem na wypadek śmierci. Możesz ją potem zmienić lub odwołać. Zasady składania tej dyspozycji znajdziesz w regulaminie.  
 61. Możesz składać reklamacje na zasadach, które określamy w regulaminie.  
 62. Odpowiadamy za skutki niewykonania lub nienależytego wykonania dyspozycji do wysokości szkody, jaką poniesiesz.  
 63. Możesz wystąpić z pozwem do właściwego sądu powszechnego.  
 64. Organy, które nadzorują naszą działalność, to:  
 a) Komisja Nadzoru Finansowego,  
 b) Rzecznik Finansowy,  
 c) Generalny Inspektor Informacji Finansowej,  
 d) Prezes Urzędu Ochrony Konkurencji i Konsumentów,  
 e) Prezes Urzędu Ochrony Danych Osobowych,  
 f) inne organy i instytucje, które w przyszłości mogą nadzorować naszą działalność.

**Twoje oświadczenia**

65. Oświadczasz, że przed zawarciem umowy przekazaliśmy Ci:  
 a) Regulamin kont dla osób fizycznych,  
 b) Tabelę opłat i prowizji kont dla osób fizycznych,  
 c) Tabelę oprocentowania kont dla osób fizycznych,  
 d) Dokument dotyczący opłat,  
 e) Słowniczek pojęć,  
 f) Arkusz informacyjny dla deponentów. Opisuje go ustawa o Bankowym Funduszu Gwarancyjnym, systemie gwarantowania depozytów oraz przymusowej restrukturyzacji,  
 g) Definicje pojęć PEP i RCA  
 66. Oświadczasz, że znasz Regulamin promocji i go akceptujesz.  
 67. Oświadczasz, że:  
 a) nie zajmujesz eksponowanego stanowiska politycznego, ani nie miało to miejsca w ostatnich 12 miesiącach.  
 b) nie jesteś:  
 o członkiem rodziny ani  
 o nie współpracujesz blisko z osobą, która zajmuje eksponowane stanowisko polityczne.  
 Dotyczy to także ostatnich 12 miesięcy.

Source: [https://static.credit-agricole.pl/asset/u/m/o/umowa-konta-wzorzec\\_20390.pdf](https://static.credit-agricole.pl/asset/u/m/o/umowa-konta-wzorzec_20390.pdf)

Sample 4 is written in a rather formal register, though sentences are shorter. The parties' names are the equivalents of Lessor and Lessee (based on the Polish Civil Code) and verbs are in 3<sup>rd</sup> person. It contains many deverbal nouns (*dokonanie, przywrócenie, uiszczenie, wyznaczenie*) and technical terms (*dowody kosztowe, trwałe ulepszenie, nakłady*), including legal terms (*rozwiązanie/ustanie umowy, wykraczać w sposób rażący lub uporczywy, uprzednia zgoda*).

The bank account contract (Sample 5) stands out compared to the previous two samples. The parties are not referred to by names from the Civil Code, but by pronouns *ty* [you] and *my* [us], so most verbs are not in 3<sup>rd</sup> person. The sentences are short. There appear some technical terms (*deponent, dyspozycja,*

*eksponowane stanowisko polityczne*), but the vocabulary is simplified: even *account* is referred to as *konto* (colloquial), rather than *rachunek* as it is termed, e.g., in the Banking Law. However, it should be stressed that such contracts are very rare and one cannot speak of an established drafting style yet, though – after 20 banks signed a declaration on plain language<sup>13</sup> – it can be expected to gain popularity.

The three samples were analysed using two free tools available for Polish, however, the measures they both provide are hardly comparable:

- *Jasnopis* calculates the level of text difficulty: the higher, the more difficult. Level 1 means a text understandable for everybody, while 7 means that only field experts will understand. Level 4 means a text with slightly

Table 2. Comparison of Sample 3, Sample 4 and Sample 5, in terms of readability indices, done with the help of freely available tools from websites: *jasnopis.pl/aplikacja#* (*Jasnopis*) and *dozabawy.logios.dev/* (*Logios*) [both accessed on 30 Apr. 2022]

	<b>Sample 3</b>		<b>Sample 4</b>		<b>Sample 5</b>	
	<i>Jasnopis</i>	<i>Logios</i>	<i>Jasnopis</i>	<i>Logios</i>	<i>Jasnopis</i>	<i>Logios</i>
<i>Difficulty (1-7)</i>	6	-	5	-	4	-
<i>Average sentence length</i>	34.5	-	12.5	-	6.1	-
<i>Average syllables per word</i>	2.51	-	2.47	-	2.29	-
<i>Plain Language index</i>	-	3.3%	-	20%	-	64%
<i>FOG index</i>	-	21	-	12	-	9
<i>Impersonal verb forms</i>	0%	2.2%	0%	0%	0%	3.6%
<i>Impersonal references</i>	-	100%	-	100%	-	18%
<i>Formal tone</i>	-	8.7%	-	10%	-	6.7%
<i>Difficult words</i>	4%	13%	2%	14%	3%	4.9%
<i>Deverbal nouns</i>	-	24%	-	26%	-	8.3%

Source: own compilation based on *Jasnopis* and *Logios* websites

<sup>13</sup> <https://zbp.pl/Aktualnosci/Wydarzenia/Dobre-praktyki-prostej-komunikacji-bankowej> [access 2 Dec. 2022]

higher difficulty, understandable for persons with secondary education or considerable life experience. Difficulty is based on average sentence length and percentage of words of four or more syllables (Gruszczyński et al. 2015b: 445).

- *Logios*, on the other hand, calculates FOG and Plain Language indices. FOG index corresponds to the number of years of education after which the text is easy to read. Plain Language index was developed by the researchers, based on a number of plain language parameters. The higher it is, the more plain language rules a given text follows (*logios.dev*).

The information obtained from both applications is complementary rather than one source confirming the other. Still, there is some convergence: the level of difficulty/FOG index fall and the Plain Language index rises as sentences get shorter. The difference in terms of difficult words, deverbal nouns and impersonal references suggest that Samples 3 and 4 can be treated rather as representing the same drafting style, with which the style in Sample 5 is in stark contrast. A person who often reads Polish contracts may find it unusual.

#### 4. Examples of plain English difficulties and suggestions of solutions

Let us now consider specific difficulties posed by plain English in Sample 2. Each subsection contains examples, followed by a description of the difficulties involved and the author's suggestions of solutions. The original spelling and punctuation were retained in all excerpts from the English contract.

##### 4.1. Names of parties

###### **Example**

The following extract from Sample 2 refers to one of the parties as *you*. The other party is still the *supplier* because the contract is concluded via a third party – a company (here XXX) helping customers obtain quotes from suppliers.

1. “You/Your/Yours” - Means the person or company requiring the Wood Pellets to be delivered;

“Supplier” - Means the company or individual supplying and delivering the Pellets to You;

###### **Difficulties**

Typical Polish contracts use the names of parties as in the Civil Code or other statutes that regulate a given type of contract and verbs in 3<sup>rd</sup> person singular

or plural. According to Article 605 of the Civil Code, parties to a contract of supply are *dostawca* [supplier] and *odbiorca* [recipient/ client]. When provisions of relevant statutes apply to matters not regulated in contracts, using the same names may facilitate references. But in the new plain Polish contracts (Sample 5) pronouns *you* and *we* can already be found along with verbs in 1<sup>st</sup> and 2<sup>nd</sup> person singular or plural (on the interpersonal aspect in official communication, see Cieśla 2021: 27-30). Interestingly, during plain language courses this solution meets with resistance from lawyers who fear it might make the contract less precise.<sup>14</sup>

### **Suggested solution**

Until plain Polish contracts become more common, it seems advisable to translate parties' names as used in most contracts drafted in Polish, so the problematic *You/Your/Yours* would become *Odbiorca*. Another possibility is to use a respectful form of address customarily used in Polish when the addressee is unknown – *Państwo* [You]. But translators should watch the progress of plain Polish since recipients' expectations can change when the use of pronouns, as in Sample 5, becomes more common. This phenomenon is more likely to feature in contracts with consumers, as plain language often appears in consumer law (Zych 2018: 124). In contracts between business entities, where both parties are often represented by lawyers, the traditional nomenclature seems more likely to remain.

## **4.2. Verbs in headings**

### **Examples**

2. How the contract is formed between You and Supplier
3. Cancelling if You Change Your Mind

### **Difficulties**

If a Polish contract contains headings at all, there are no finite verb forms in them (nonverbal sentences). In the more formal or official register nouns (including deverbal nouns) outnumber verbs. This may change with the progress of plain Polish in contract drafting (unlike terminology, this feature may be relatively easy to change). In the second example (3), however, there is added difficulty resulting from the colloquial phrase *to change one's mind*.

### **Suggested solution**

Almost every contract drafted in English contains a provision explaining that headings are only for convenience, so the degree of freedom in translating headings seems greater than in the provisions as such. In example 2, it may be easy to replace an English verb with a Polish deverbal noun: *Zawarcie*

<sup>14</sup> T. Piekot, private exchange.

*umowy między odbiorcą a dostawcą* [Entry into a contract between recipient and supplier]. This particular heading could even be rendered as a sentence, considering that the template is for consumers, e.g., *Jak zawierana jest umowa między odbiorcą a dostawcą* [How is a contract made between recipient and supplier]. In example 3, the reference to changing one's mind adds little to the message, so this part can be omitted completely, with the Polish heading reading simply *Anulowanie dostawy* [Cancellation of delivery]. The word *dostawa* is added based on information contained in the relevant provision.

#### 4.3. Simple syntax (short sentences)

##### Examples

4. Supplier can choose to provide active dust suppression methods or not. You acknowledge that airborne dust may be created during Delivery.

5. Pallets will be delivered to kerbside.

6. The Wood Pellets will be your responsibility from the time of delivery.

It is also worthwhile to consider an example from another text:

7. The company only waives the exercise of a right or the performance of a duty under this agreement by specifically waiving it in writing, and then only to the extent it is specifically waived. Nothing else suffices<sup>15</sup>.

##### Difficulties

Samples 3 and 4 show that the average sentence in a Polish contract is rather long, but some sentences in Sample 4 are shorter. The problem with examples 4-6 results from the fact that sentences are not just shorter, but also more informal (*can choose ... or not, ...will be your responsibility*) than in traditional contracts, which requires a translator to judge how much colloquiality they can use in Polish. This is a paradox of plain language that although it is much easier to understand the source text, translating it may require much more skill and familiarity with contracts from the target language legal culture to decide what will be easy to read without departing too much from the conventions. However, the second sentence from example 7 is so short that retaining a similar number of words in Polish seems impossible.

##### Suggested solution

With the exception of the last example, any of the sentences above can be translated as a full sentence in Polish, though a translator might also try to use a slightly more formal register, including replacing pronouns with a party's name:

<sup>15</sup> <https://www.lawinsider.com/contracts/h6N2e5qN7w0> [access 30 Apr. 2022]

4. *Dostawca może zastosować metody aktywnego ograniczania pylenia, ale nie ma takiego obowiązku. Odbiorca przyjmuje do wiadomości, że w trakcie dostawy może powstać lotny pył.* [Supplier can apply active dust suppression methods, but has no duty to do so. Recipient acknowledges that airborne dust may be created during delivery.]

5. *Dostarczony pellet będzie pozostawiony na krawężniku.* [The delivered pellets will be left at kerbside.]

6. *Odbiorca odpowiada za pellet drzewny od chwili jego dostarczenia.* [Recipient is responsible for wood pellets from the moment of their delivery.]

As can be seen, short sentences are not usually difficult in translation, but if a short sentence is at the same time written in a more colloquial register, a translator may have to make it more formal in Polish. In such cases, skill and experience with contracts help choose a middle way between a style so colloquial that some readers (e.g. lawyers) will find it an unacceptable departure from contract drafting conventions and a degree of formality that will thwart the efforts of source text authors to make it easy to understand.

In order to achieve a similar degree of clarity in example 7, reformulation is needed:

7.

a) *Spółka zrzeka się jedynie wykonywania tych praw lub obowiązków wynikających z niniejszej umowy, których wyraźnie zrzekła się na piśmie, i w takim zakresie, w jakim wyraźnie to wskazała. Żaden inny sposób nie stanowi zrzeczenia.* [The company only waives the exercise of such rights or duties under this agreement that it expressly waived in writing and only to such extent that it clearly indicated. No other manner constitutes a waiver.]

or merged with the preceding sentence:

b) *Spółka zrzeka się wykonywania jedynie tych praw lub obowiązków wynikających z niniejszej umowy, których wyraźnie zrzekła się na piśmie, i jedynie w takim zakresie, w jakim wyraźnie to wskazała.* [The company waives the exercise of only such rights and duties under this agreement that are expressly waived in writing and only to such extent that is clearly indicated.]

#### 4.4. Everyday language

##### Examples

The following are provisions from Sample 2 contract. They are written mainly in everyday language, though with some more formal expressions (*suitable receptable, kerbside, dispose of*):



8. If Wood Pellets are left in the delivery pipe when Supplier is unable to blow any more into your store, Supplier will have to clear the pellets from the pipe, onto the ground where the pipes lay, if you do not provide a more suitable receptacle. It will be Your responsibility to dispose of these pellets, at your cost.

9. For deliveries of bagged pellets: [...] You must provide your own means of moving the bags from kerbside to where they will be stored.

10. You agree to check the Wood Pellets on arrival and to sign to confirm delivery before the Supplier leaves Your site. If no one is at the Delivery address to sign to confirm receipt, the Wood Pellets will be left at Your risk.

### Difficulties

The main source of difficulties, as suggested earlier, is that most Polish contracts are written in more formal language, both in terms of vocabulary and syntax. The more informal expressions include *if you do not provide* (rather than *if you fail to provide*), *you must* (not *you shall*), means of *moving* (rather than *carrying* or *transporting*), *to check* (rather than *to inspect*), *before* (rather than *prior to*), etc. As for syntax, the above sentences are rich in verbs, for example: *If no one is at [...] address to sign to confirm* or adjunct clauses containing verbs: *the ground where the pipes lay*, *to where they will be stored*. All those elements make the text more conversational, especially as it concerns the physical delivery of pellets, and there are almost no legal terms. In some cases, like the choice between *before* and *prior to*, the Polish translation will not be affected at all, as there is one equivalent for both (*przed*).

### Suggested solution

In passages like above it may be easier to push the boundaries a little and try to use a slightly less formal register than we usually find in Polish contracts. As discussed in section 4.3, short and simple sentences are not unusual in contracts. If we want longer sentences to remain easy to read and understand, it is a good idea to follow the recommendations of plain Polish, such as placing the subject and the predicate as close as possible and early in the sentence, using more verbs, especially in the active voice, avoiding deverbal nouns (also expressions that are typically followed by deverbal nouns) and adverbial participles, and avoiding or explaining specialist terminology. The idea would be to try to improve the ratio of verbs to nouns, rather than to avoid nominalisations altogether. Therefore, the above subclauses might read as follows in translation:

8. Jeżeli w rurze doprowadzającej pozostanie pellet drzewny ze względu na to, że dostawca nie będzie w stanie wtłoczyć większej ilości pelletu do magazynu, będzie on zmuszony usunąć go z rury na miejsce, na którym leżały rury, o ile odbiorca nie zapewni stosowniejszego pojemnika. Odbiorca będzie obowiązany uprzętnąć taki pellet na swój koszt. [If in the delivery pipe there remain wood

pellets due to the fact that supplier is unable to blow a greater amount of pellets into the store, he/it will be forced to remove them from the pipe onto the place where the pipes lay unless recipient provides a more appropriate container. Recipient will be obliged to clear up such pellets at their cost.]

9. *W razie dostarczania pelletu w workach:* [In case of delivering pellets in bags:] [...] *Odbiorca ma obowiązek zorganizować własny środek transportu worków ze skraju drogi do miejsca ich przechowywania.* [Recipient is obliged to provide their own means of transporting bags from the side of the road to the place of their storage.]

10. *Odbiorca zobowiązuje się sprawdzić pellet drzewny po jego dostarczeniu i podpisać dokument potwierdzający dostarczenie, zanim dostawca opuści jego teren. Jeżeli pod adresem dostawy nie będzie żadnej osoby, która będzie mogła podpisać dokument potwierdzający odbiór, pellet zostanie pozostawiony na ryzyko odbiorcy.* [Recipient agrees to check the wood pellets after they have been delivered and sign a document confirming delivery before the supplier leaves their site. If at the delivery address there is no person who can sign a document confirming receipt, pellets will be left at the recipient's risk.]

#### 4.5. Legal terms or formal phrases left

##### Examples

The following passages from Sample 2 use rather formal phrases (*prior to, in the event of, notwithstanding*) and legal terms (*deemed to, withhold, dispute*), but a few colloquial expressions appear, too (*chase the payment, in line with, if you do not pay*):

11. Payment must have been made prior to delivery via XXX unless otherwise agreed.

12. In the event that You do not pay any due sums via XXX, Supplier reserves the right to chase the payment directly. You may not withhold payment in the event of a dispute and any late payments may accrue interest and other charges in line with government late payment guidelines.

13. Notwithstanding the above You will be deemed to have provided appropriate communication to the Supplier if You do contact Supplier directly if using any form of contact available on Supplier's website.

##### Difficulties

The above examples illustrate what I see as the most difficult problem in translating plain English contracts into Polish: combining legal terminology with a relatively plain style. Polish contracts often repeat statutory provisions (nearly) verbatim, so having colloquial expressions next to legal terminology can

be confusing. It undoubtedly takes skill to combine the two in a way that does not make the reader focus on how the language seems unusual for a contract, demonstrating low textual fit, defined by Biel as “linguistic distance between translations and nontranslations measured in terms of underrepresented and overrepresented [...] patterns” (2014: 335). In such cases, despite the ease of understanding of the source text, a translator needs more experience and paraphrasing skills, i.e., intralingual translation (Jakobson 1979: 261). Familiarity with legislative texts and target language contracts should help a translator decide how much they can depart from the typical Polish contract register to help comprehension and what legal terminology (“necessary technical terms”) must be retained. This might be difficult for trainees who are only learning to use the formal register (which they will also need in future) and terminology, and are already asked to depart from one, while retaining the other.

### **Suggested solution**

In such cases there are usually degrees of target text formality/colloquiality that translators can choose from, avoiding extreme solutions. Too colloquial expressions may surprise the readers, so normalisation (a translation universal) may be a better option. Luckily modal verbs *must*, *shall* and *will* can all be translated as Polish present or future tense. For all examples two solutions are suggested: a more formal one (a) and a less formal one (b). These are temporary solutions and translators should keep track of future changes in Polish contract drafting as the boundaries of what is acceptable may change.

11.

a) *Jeżeli nie ustalono inaczej, cenę należy zapłacić za pośrednictwem XXX przed dostawą.*

b) *Jeżeli nie ustalono inaczej, cenę trzeba zapłacić za pośrednictwem XXX przed dostawą.*

Both versions mean “Unless agreed otherwise, the price should be paid via XXX before delivery”, but equivalents of *should* – *należy* and *trzeba* – differ in formality.

12.

a) *W razie niewiszczenia przez odbiorcę jakiegokolwiek należnej kwoty za pośrednictwem XXX Dostawca zastrzega prawo dochodzenia płatności bezpośrednio od odbiorcy. Spór między stronami nie stanowi podstawy wstrzymania przez odbiorcę płatności, natomiast od zaległych płatności mogą zostać naliczone odsetki i inne opłaty, o których mowa w wytycznych rządowych dotyczących zaległości płatniczych.* [In the event of Recipient's failure to pay any sum due via XXX, Supplier reserves the right to collect payment directly from Recipient. A dispute between parties does not constitute grounds for Recipient suspending payment,

while interest and other fees referred to in government overdue payment guidance may accrue on any overdue sums.]

b) *Jeżeli nie zapłacą Państwo/nie zapłacisz jakiegokolwiek należności za pośrednictwem XXX dostawca zastrzega prawo ściągania jej bezpośrednio od Państwa/Ciebie. Nie mogą Państwo/Nie możesz odmówić zapłaty w razie sporu, a do zaległych sum mogą być doliczone odsetki i inne opłaty określone w wytycznych rządowych na temat zaległości.* [If You/you do not pay any sum due via XXX, Supplier reserves the right to collect it directly from You/you. You cannot refuse payment in case of a dispute and overdue sums may be increased by interest and other fees specified in government guidelines on late payments.]

13.

a) *Bez uszczerbku dla powyższego, uznaje się, że odbiorca należycie powiadomił dostawcę, jeżeli skontaktował się z nim bezpośrednio w dowolnej formie wskazanej na stronie www dostawcy.* [Notwithstanding the above, Recipient is deemed to have duly notified Supplier directly if he/she notified it directly in any form indicated on Supplier's website.]

b) *Niezależnie od powyższego, uważa się, że powiadomili Państwo/powiadomiłeś odpowiednio dostawcę, jeżeli skontaktowali się Państwo/skontaktowałeś się z nim w dowolnej formie podanej na stronie dostawcy.* [Regardless of the above You/you are believed to have given appropriate notice to the Supplier if You/you contacted Supplier directly in any form stated on Supplier's website.]

## 5. Conclusion

The idea that plain language may be difficult to translate may seem counterintuitive, yet it is the case with translating plain language contracts into Polish, a language in which this way of writing contracts is only developing. To be successful in such efforts, translators need to know both the existing conventions of contract drafting and the principles of plain writing, which has already gained ground in other areas of communication in Poland (communication between administration and citizens, banks and customers, even lawyers and clients). The above examples of difficulties and solutions show that translation trainees need to practice paraphrasing (into both more formal and more informal register), because for the time being such translations require both inter- and intralingual translation. Translators may promote plain writing, but need to be careful to follow the developing practice and exercise judgement in making lexical and stylistic choices so that recipients do not focus on what they may perceive as unusual style more than on the message.

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