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Comprehensibility, Comprehension and Compliance in a Legal Text

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ABSTRACT

The language of the law has long been considered problematic in terms of its ambiguous and archaic nature, and efforts have been made in recent decades to encourage the increased use of 'plain' words in the legal domain. Whilst existing research has explored many issues relating to the comprehensibility of legal texts, however, few of these studies have examined the legal documents used within the music industry from a micro-linguistic perspective.

This article performs a detailed forensic linguistic analysis of the specimen Partnership Agreement provided by the UK Musicians Union. Selected sections of the Agreement are assessed in terms of their comprehensibility (the degree to which properties of the document are understandable), comprehension (to what extent the reader understands the text) and compliance (how readily the reader acts in accordance with the text's instructions), and are subsequently re-drafted in 'plainer' language. The study finds that the processes of comprehensibility, comprehension and compliance are themselves highly complex and that the communication between legal and lay parties is typically hindered not only by the language of the law itself, but also by the conflicting ideological systems associated with each sphere.

It is concluded that whilst the effectiveness of modern contractual documents is indeed likely to be improved through linguistic simplification, the well established conventions of our legal language remain resistant to radical change. Nevertheless, the suggestions raised here can be understood as a small but significant move towards effecting a gradual change in attitudes towards the language of the law in the 21st Century.

KEYWORDS

legal language - forensic linguistics -
comprehensibility - comprehension - compliance -
Musicians Union

INTRODUCTION

'If language is not correct, then what is said is not what is meant, then what ought to be done remains'

It is argued that the law is 'inconceivable without language'. Legal language has long been criticised for its idiosyncratic nature, however, lawyers are no longer seen as the 'learned secrets' (Asprey 2003) - modern clients are increasingly expected to understand their legal rights and, further, they are prepared to pay for legal services to this effect.

Persistent scepticism towards legal discourse is seen to be influenced by important linguistic, historical and technical factors - in particular the shift from Latin and French into English and the shift from oral to written language. Some suggest that the resistance to change is a consequence, perhaps, of its unique, and often paradoxical, combination of accuracy, reliability, coherence, clarity and precision - where the need to maintain existing social structure must be carefully offset against a desire to uphold a sense of elitist solidarity. The purpose-designed language of the legal profession necessarily 'anticipate a world that does not exist and is prepared for an infinity of possibilities' (Bowers 1989). Academic disciplines and professions typically possess their own institutional discourse (involving specifically and contextually defined vocabulary), and yet the question of effective communication in the legal profession, since lawyers must be able to com

but also with their (lay) clients and other non-legal professional legal sphere, who have not been trained to comprehend a fully comprehensive discussion of the issues outlined. This function of *written* legal texts are particularly salient because the connections between orality and literacy in a little more

ORALITY AND LITERACY

Oral language has an 'evanescent' quality - words disappear the moment after their utterance (Ong 1982), whilst writing allows us to 'fix things in space and time' (Barton 1986). In interpersonal communication, meaning is very much 'in the moment' whereas for written language 'the meaning is in the text'. The distinction between spoken and written language, argued by Ong, is one of 'detachment' - in the oral tradition, the speaker is directly connected to - his audience. Written texts, meanwhile, are aimed at a reader who is temporally and spatially 'displaced'.

'PLAIN LANGUAGE' AND TEXTUAL COMPREHENSIBILITY

Language (whether spoken or written) is a 'communicative activity' (Eagleton 1988) - its main objective is communication. The communicative function of *legal* discourse is somewhat more widely acknowledged, and efforts have been made to improve it. The 'flatulent writing' (Gowers 1962) of the law, Sir Ernest Gowers called for radical changes throughout the 1930s and 1940s. The Language Movement began to take hold - albeit slowly. The terms which language can be defined as 'plain' are themselves 'legal formulas' (such as the Flesch Reading Ease Test developed by Rudolf Flesch in terms of their plain language 'threshold' - based on a formula involving sentence length and syllables. Such techniques represent an over-simplistic approach, however, because they try to 'simplify' an 'overload' (Hochhauser 2003) brought about by additional vocabulary and other syntactic complexities.

Further, the 'readability' of a text is not (in itself) a sufficient condition for an active and constructive one, involving various characteristics of the *situation* (Gunnarsson 1984; Lieberman and Saxe 1984) encompassing three further processes - comprehension, comprehension and compliance - which are defined in Table 1.

<i>PROCESS TYPE</i>	<i>PROCESS DEFINITION</i>
Comprehensibility	Degree to which properties of the text itself are easily understandable and communicate important information successfully
	The processes of readership -

Comprehension	degree to which the reader (or listener) understands the information conveyed by the text
Compliance	Degree to which the reader (or listener) acts in accordance with the text's instructions

TABLE 1: Three levels of textual comprehensibility
READABILITY AND TEXTUAL SIMPLIFICATION

The objective of this essay is to perform a textual analysis of a specimen Partnership Agreement (Musicians Union 2 Agreement) will be analysed in terms of their compliance, seeking to identify and evaluate some of the causes of difficulty in these areas. At Appendix 1, the second draft is drafted into plainer English 'equivalents' – and this part is subheading 6.

According to Charrow and Charrow (1979), there is an assumption that legal language is incomprehensible to lay people. It is true that there is 'no magic in...words themselves' (Aspey et al's groundbreaking empirical study of the comprehension of jury instructions identified a number of problematic linguistic features listed below (fuller definitions are provided in Appendix 2):

Nominalisations

Syntactic embeddings

'Whiz' deletions

Word lists

Multiple negatives

Passive constructions (particularly in subordinate clauses)

Technical vocabulary

Even after modifying the jury instructions to minimise the use of these features, it remains the case that 'many lay persons who are affected by legal language do not understand it' (Charrow et al 1979). It would indeed seem that the incomprehensibility of legal language is an elusive phenomenon. Whilst drafting procedures have improved over the past few decades, the relationship between legal texts and lay people remains problematic.

uneasy, 'tinged with feelings of apprehension' (Bowers sign legal documents, regardless of whether we hav (Black 1981).

Although legal contracts increasingly pervade our eve function is rather extraordinary. Contracts must c persuasive message to two very different readers - la event of a dispute) they will be interpreted by a third - reasonable' (McKendrick 2007). As such, whilst contrac that they satisfy the comprehensibility, comprehension ; parties involved, this is often not the case (Osborn and

INTO THE MUSICAL REALM

For the music industry, issues such as these are acrimonious contractual battles endured by unfortunat the media (Zuconi 1996). Today's musical artists ar membership with the Musicians Union (Musicians Unio prompted to enter into a Partnership Agreement, foreseeable enterprises with which (the group) intenc 1998). In this context, then, the contractual Agreement relationship between the members of a group - verifyii obligations.

DATA-BASED TEXTUAL ANALYSIS

This essay seeks to undertake a textual analysis o Agreement (MU 2008). The document is freely availabl online document library, to be modified by a legal pro requirements of each individual partnership (it is repr objective here is, firstly, to evaluate whether the Agree its normal context of use. The overall structure of followed by a closer analysis of several individual sectio any problematic linguistic features, these same section more comprehensible. The original sections and their m Appendix 1, and are line-numbered for reference.

In terms of general structure, the absence of overwhel clearly a modern-day legal text, favouring simple form terms are kept to a minimum, the organisation is information contained in the document is strictly releva layout, design and presentation of the document : consistent, using an easily readable font size and sty are clearly numbered and labelled. Even the title deictic' (Kurzon 1984) - i.e. it says exactly what it is, s parties involved and the date from which the Agreemer 11 of the document (Appendix 3, Page 5) features the being changed that have to be changed') this is, in fac the Agreement and, as such, its sudden presence here - whilst adding nothing of importance to the meaning c are few archaic terms in the Agreement, and little rel such, its comprehensibility is not greatly affected by eith

Sentence length is a more serious concern. Most of the as one long sentence (many containing more than 60 than is absolutely necessary to convey their message (versions at Appendix 1 are generally much shorter, whic

Before examining the finer syntactic complexities of each drawn to the *modality* of the whole document. Modality which covers such notions as possibility, probability...ok and Locke 2002) and, since a written text is both a pro Hasan 1985) - the grammar of a text can thus be expe

it means what it does. Where Partnership Agreement issues of agency, responsibility and obligation are enro implicated parties are able to understand who must (or and how. Paradoxically, these matters are poorly comm Agreement, which makes extensive use of the moda particular term in the legal context has long been con everyday discourse, 'shall' is understood to denote nature as a feature of legal writing may therefore be language advocates recommend the use of 'must' as a 'a clear and definite word that imposes an obligation this suggestion has been incorporated into the modifica

In terms of comprehensibility, then, the individual w themselves highly problematic. Ambiguities here arise fr of the sentences, which typically display many of tl comprehension difficulties, such as nominalisations, negatives, and embedded clauses. More detailed d provided at Appendix 2.

With few exceptions, most sections of this Partnership the troublesome characteristics identified here. For sections have been chosen for closer analysis, on considered representative of the document as a wh follows, evaluating the problematic features of each, ar modifications made in the redrafted versions.

SECTION 1.1 (LINES 1 TO 11)

This is the first section of the agreement proper, and it of those used widely throughout the document. Most n 'good faith' (line 5) means little to the lay reader, wh 'shall' (line 2) dilutes the immediacy of the clause, rea event. Although this section is presented to the reade multiple clausal embeddings here. The sentence contain the second of which, 'each Member agrees' (lines 2-5 embedded within it. To exacerbate matters, one of th passive construction '*required by* the Members' (line conditional phrase within the second main clause – Agreement' (line 3). These features combine to produc difficult for the reader to process.

The modified version is divided into three sentences, v complex embedding in the original. It uses active cons possible - to keep the Subject and Main Verb of each s 'shall be' with 'is' (line 8) emphasises the current and Agreement, and also appeals to the lay reader on a far the conditional and prepositional phrases 'subject to' (and 'relating to' (line 5) creates a less impersonal thoroughly. The concept of 'good faith' (line 5), howeve definition and its meaning depends ultimately upon th professional. The notion of 'acting appropriately' (line 1 perhaps similarly subjective - but is nevertheless more f

SECTION 3.1 (LINES 12 TO 28)

Sentence length (96 words) and embedding are notabl the sentence is 'do so' (line 15), and there are multipl the following verbs - 'wishes to...' (line 13); 'participat 14); 'seek...' (line 15); 'conflict with...' (line 16); ' place...' (line 18). The *level* of embedding is also signif 'remaining a Member...?' (line 14) is itself embedded the Group' (lines 13 to 15). Interestingly, all c

constructions. They are nevertheless difficult to understand 'conditional' information they contain. The use of *cc* problem.

In terms of comprehensibility, however, the primary is negative constructions - 'without having to...' (line 15); 'not compete' (line 17); and 'does not place' (line 18). That what he need *not* do - as long as his actions do consequences - and this can certainly be considered comprehension and compliance. The modified version c separately (lines 25 to 28), thus liberating them from the original, and making them more accessible to the r outlined above are replaced with positive ones, so that exactly what they are required to do, and under which c begins by making a (presumably) meaningful disti careers/projects (lines 13 to 14) - but this is quickly work' (line 14). It is not the type of work that is sa conflicts/competes with or causes a breach of any Gro simplification and improved comprehensibility, the mo 'any work' (line 22), emphasising the primary message c

SECTION 4.1 (LINES 29 TO 42)

A 'whiz' deletion appears in this Section - ' items (although this is perhaps the least of its comprehensik sections use commas freely, punctuation is notabl inconsistent, and is also potentially misleading for th interpret the clause as referring to 'professional e transportation devices used for moving professional equ

The main speech event of the first sentence in the concerns the definition of Group assets. The two n communicate this, however - 'shall remain' (line 32/3 create sense of future significance, detracting from tl message. There are two embedded clauses in the firs only contains a passive construction, but has a mis within it - 'items purchased *before and after...* by' (line 3 the second sentence, in which a conditional phrase app clause - ' purchased or acquired (*subject to...*) by' (lines

The function of a Partnership Agreement is such that they act in a particular way - in order to fully understa their actions. Accordingly, the modified version is re-wr out Members' obligations in a more chronological ord action must be done (by whom) *before* subsequent embedding is unavoidable even after re-drafting, but (keeping Subject and Verb together) and using per 'their' (line 40), this becomes far more tolerable for as' (line 42) for 'deemed to be' (line 36) eliminates arcl in semantic purpose - and is infinitely preferable from a

It might also be argued that the conjunction ' and' (line because it seems merely to over-emphasise a moot p purchased before AND after the Agreement, then it w regardless of when they were purchased. The modified refers, accordingly, to the more appropriately inclusive ';

SECTION 4.4 (LINES 43 TO 56)

Both the length of this sentence and its grammatical or problems. Crucial information - i.e. that a Member mus the others *before* acting in a particular way - is obscu 'shall first obtain...' (lines 47/48). This section is also I

parties' personal 'agency', because it relies heavily upon 'paid by' (line 45); 'paid by' (line 46), the first of which also contains subordinate clauses. Additionally, the nominalisation eliminates the 'doer' of the action altogether - it is not the invoices in question. The excess information at the end of the sentence 'because it is contrary' (line 44) also interferes with the clarity because it uses a negative concept. It is undoubtedly something that is *present* than it is for him to conceive in itself creates a peculiar - and unnecessary - ambiguity because it was never made, or because it has gone missing.

By dividing this section into four (short) sentences (line 52; line 54) and 'may' (line 55) instead of 'shall' (line 46; line 47) (permission) are also more explicitly distinguished. The voice throughout, avoiding the nominalisations and emphasising their expendability in that particular organisation, the modified version also shifts the key information to the beginning - so that it tells the reader what must be done. The removal of the nominalisation (lines 46/47) 'the parties' individual and collective responsibilities - the Members in no doubt as to who must produce invoices, and to whom.

SECTION 10.2 (LINES 57 TO 67)

For the lay reader, the most conspicuous comprehensibility issues are the archaic terms 'goodwill' (line 59) and 'thereto' (line 60) in a language style generally favoured throughout the document. 'Continuing' (line 60) and 'remaining' (line 61) also create ambiguity as to whether they refer to the same group of Members.

This section deals with the ownership of intellectual property. Interestingly, the verb 'to own' is conspicuously absent. 'Remain with' (line 59) and the nominalised 'the use of' (line 60) - making it difficult for the reader to establish what the circumstances are. The inclusion of the adverbial 'anyhow' (line 60) meanwhile, is simply unnecessary: for the purposes of this matter *why* a Member leaves - only that he does so.

Once again, the modified version benefits from strategic restructuring of the original sentence into three separate ones. In doing so, the event that' (line 58) with a simple - and equally effective - active voice. Passives and nominalisations are removed, and the matter of ownership - using the relevant verb in the active voice - linking this closely with the relevant Subject - 'Members' (lines 64/65) of the sentence.

'Goodwill' (line 59) here (like 'good faith' in Section 1.1) where it refers to an immaterial concept attached to a name). One cannot 'own' goodwill - and neither of these can 'remain' anywhere. The modified version attempts to clarify the underlying concept in more accessible terms although legal precision might still be required in order to define 'deliberate damage'. There is no easy solution to this particular problem.

CONCLUSION

This essay has explored many of the problems associated with legal documents, and has shown that comprehensibility, clarity, and themselves elaborate concepts - all inextricably linked to the goal of understanding. We use language to 'make sense of the world' (1994), and yet there are no straightforward means

strategies that we utilise in our everyday lives. When understood to cause cognitive difficulties, some argue that texts is not merely a grammatical problem. The functions, for instance, are rooted in well-established historical traditions intended to convey the 'dignity, solemnity and agreements they set out. To make linguistic simplification therefore be to 'destroy the protections that experience (2001).

Legal concepts consist of far more than the sum of their parts. To prove philosophically challenging for the lay person, to conflict with prior knowledge and beliefs' (Masson and to explain the *language* of a legal document, then, its correct comprehension and compliance - cannot be guaranteed. The language does not itself contain any empirical, objective meaning; the reader brings his own knowledge and experience with it and interpreting with it to suit his own reading. This communication involves compromise (Burgoon, Hunsaker, perhaps especially true within the legal domain.

In the final analysis, the language of the law is as uniform and regulated by 'the body of rules...of which it is a part' (1969). Whilst major efforts have been made to traverse the gap that exists between the legal and lay spheres, the journey has not been without the forensic linguist at the helm.

APPENDIX 1: DATA FOR ANALYSIS

1 SECTION 1.1

2 The Group shall be constituted as a partnership and each Member agrees

3 subject to the provisions of this Agreement to devote his time and attention

4 to the business of the Group as reasonably required by the Members and to

5 act in good faith in connection with any matter relating to the activities and

6 any obligations of the Group.

7 1.1 MODIFIED

8 The Group is a partnership. Each Member is a partner and agrees to the

9 terms of this Agreement. Each Member agrees to devote as much time and

10 attention to all Group business as the other Members think reasonable, and

11 to act appropriately in such matters.

12 SECTION 3.1

13 If a Member wishes to carry on a solo career as a musical performer or

14 participate in any solo projects or other work whilst remaining a Member of

15 the Group they may do so without having to seek the written approval of all

16 the other Members provided always that such activity does not conflict with

17 that Member's obligations to perform Group activities, does not compete with

18 Group activities and does not place that Member or any other Member(s) in

19 breach of any agreement with or obligation to any third party with whom the

20 Group is contracted

21 *3.1 MODIFIED*

22 If a current Member wishes to do any work outside of the Group, he must

23 obtain written permission from all of the other Members if any or all of the

24 following conditions apply:

25 (i) the work conflicts with his obligations to perform Group activities

26 (ii) the work competes with Group activities

27 (iii) the work causes the Member (or any Member) to breach any existing

28 Group-related contractual agreements or obligations

29 *SECTION 4.1*

30 All professional equipment transport and all other items purchased before

31 and after the date of this agreement by an individual Member out of his

32 personal resources and used for the purposes of the Group's business shall

33 remain the property of such individual Member and shall not be an asset of

34 the Group. Any additional items purchased or acquired (subject to the

35 Members prior unanimous consent) by the Group with Group funds shall be

36 deemed to be Group as are the partnership assets as set out in Schedule 1.

37 *4.1 MODIFIED*

38 If a Member uses his own funds to buy any professional items that he will

39 use for Group business, then these items belong

exclusively to him and are

40 not Group assets. All the Members must give their consent before any

41 Member uses Group funds to buy or acquire any professional items, and any

42 such items will be treated as Group assets

43 *SECTION 4.4*

44 In the absence of any agreement to the contrary all reasonable expenses

45 necessarily incurred by any Member directly in connection with Group

46 activities shall be paid by all of the Members in equal shares upon production

47 of properly receipted invoices provided however that each Member shall first

48 obtain the prior written unanimous consent of all other Members before

49 incurring any expense or series of expenses which exceed (£250)

50 *4.4 MODIFIED*

51 All Members must produce properly receipted invoices for all necessary

52 Group expenses. Any Member must obtain the written consent of all the other

53 Members before he incurs any expenses (or series of expenses) of more than

54 £250. On this basis, each Member must refund an equal share of any

55 expenses. The Members may vary these arrangements, as long as they all

56 agree to do so.

57 *SECTION 10.2*

58 In the event that any Member leaves the Group for any reason whatsoever

59 the name of the Group and the goodwill attached thereto shall remain with

60 the continuing Members together with any new Members (for so long as they 61 Members) which remaining Members and new members shall have between

62 them the sole right to the use of the Group name.

63 *10.2 MODIFIED*

64 If any Member leaves the Group, the continuing Members (and any new

65 Members) will own the Group name between them. They will have the

66 exclusive right to use the Group name. The leaving Member must not

67 deliberately damage the good reputation of the Group name.

APPENDIX 2: TERMINOLOGY

Nominalisations

Nominalisations are nouns derived from verbs or adjectives. Described by Gunning as 'smothered-verb disease' (Gunning 1968), nominalisation is one of the most significant differences between spoken and written language. Nominalised constructions are difficult for readers to process, because they eliminate the subject - the 'doer' - of the action being described, and create a sense of vagueness and abstraction, obscuring the proper meaning of a sentence.

Negatives

Psycholinguistic research suggests that complex negative linguistic constructions are difficult for the human mind to process, because readers/listeners must first grasp the positive meaning of a sentence before they can work out its opposite (Lloyd-Bostock 1988). Multiple negatives in a sentence are considered particularly problematic in terms of comprehensibility and comprehension, because they function to cancel each other out - e.g. 'he was *not absent*' means 'he was present' (Felker et al 1981).

Passives

Passive constructions allow the writer to omit the 'agent' of a sentence altogether, thus obscuring responsibility for a given action. Passive sentences are a common feature of legal language and they tend to be longer and more syntactically complex than their 'active' equivalents, which are considered specific and direct - less complicated and more lively (Asprey 2003: 141). In their 1979 study, Charrow & Charrow found that the *location* rather than the *type* of passive used was significant, and that those occurring in subordinate clauses caused particular difficulties in terms of comprehensibility and comprehension.

Complex phrases and embedding

Legal documents often rely heavily on complex sentence structures as a means of ensuring precision and all-inclusiveness (Bhatia 1994), and yet features such as elaborate prepositional phrases, misplaced phrases and long, tortuous sentences containing 'deep' embeddings are known to cause comprehension difficulties. Subordinate clauses are *part* of another clause, and coordinate clauses are

joined to another clause (or clauses) of the same status (Leech, Deuchar and Hoogenraad 2006). In multiple embeddings, either (or both) appear within another main clause, causing wide separation of the Subject and main verb, and resulting in a verbose, convoluted sentence, containing a myriad of different 'ideas'.

APPENDIX 3: SPECIMEN PARTNERSHIP AGREEMENT

1 SPECIMEN GROUP MEMBER / PARTNERSHIP AGREEMENT

THIS AGREEMENT is made the day of Two thousand and

BETWEEN

(1) (*MEMBER*) of (*ADDRESS*) and

(2) (*MEMBER*) of (*ADDRESS*) and

(3) (*MEMBER*) of (*ADDRESS*)

(individually and collectively called 'the Members')

WHEREAS:

(1) The members perform together as a musical group professionally known as (*NAME OF GROUP*) ('the Group') or such other name as the Members from time to time use for the purpose of carrying on together business as (musicians and songwriters, recording artists, giving live performances, producing, remixing, promoting) for their mutual benefit in partnership together upon the terms and conditions set out in this Agreement.

(2) Unless the context otherwise requires words defining one gender shall include both genders.

NOW IT IS HEREBY AGREED as follows: -

1. Constitution

1.1 The Group shall be constituted as a partnership and each Member agrees subject to the provisions of this Agreement to devote his time and attention to the business of the Group as reasonably required by the Members and to act in good faith in connection with any matter relating to the activities and any obligations of the Group.

1.2 This agreement shall remain in full force and effect in respect of all Members until such time as they shall cease to be Members except for those clauses which are stated to remain in force after cessation.

2. Group Activities

2.1 The following matters shall be decided and acted

upon only with the unanimous consent of all the Members: -

2.1.1 The appointment of any manager, agent, accountant, lawyer or business advisor to represent the Group and the terms of such appointment;

2.1.2 The admission of a new permanent member ('New Member') to the Group;

2.1.3 Any change in the professional name of the Group;

2.1.4 The choice of record company and publishing company and the negotiation of the terms of all long term agreements relating to the professional services of the Group or any promotion or exploitation of any product or rights in the goodwill and reputation of the Group;

2.1.5 The undertaking of any significant Group activity such as major domestic or international touring or the recording of a TV Special;

2.1.6 Where applicable the choice of compositions to be recorded and the choice of producer recording budget and recording studio

2.1.7 The decision to modify change or contest any contractual commitment between the Group and any third party;

2.1.8 The forming of any limited liability company or partnership for the purpose of transforming the present partnership into a corporate entity whether for tax or liability or any other financial or commercial reason;

2.1.9 The making of any request for or commitment to any significant loan or other Group financial liability to any party (including entering into any hire purchase agreement or any guarantee of third party obligations) and for any purpose and in this context 'significant' shall mean a transaction or series of related transactions or a facility exceeding (£500) whether or not the whole amount thereof is intended to be drawn down at any time;

2.1.10 Jointly investing or lending any excess Group income in or to any venture outside Group activities in the normal course of business;

2.1.11 The hiring of any 'non' member musician and the terms upon which such non-member is hired;

2.1.12 The decision to embark on or defend any litigation brought against or contemplated by the Group and the terms of any settlement (if any) of such litigation.

2.2 Any decision on any matter not set out in sub-clause 2.1 above shall be decided upon by a simple majority of votes of the Members with each Member

having one vote. In the event that the votes for and against any proposal are equal then subject to sub-clause 2.3 below the proposal shall be deemed to have been rejected.

2.3 The Group may unanimously decide to appoint the manager of the Group or any other party to adjudicate on any matter which cannot be resolved by the Members voting in which case the decision of the adjudicator will be accepted by the Group.

3. Non Group Activities

3.1 If a Member wishes to carry on a solo career as a musical performer or participate as in any solo projects or other work whilst remaining a Member of the Group they may do so without having to seek the written approval of all of the other Members provided always that such activity does not conflict with that Member's obligations to perform Group activities, does not compete with Group activities and does not place that Member or any other Member(s) in breach of any agreement with or obligation to any third party with whom the Group is contracted.

3.2 Any income arising to a Member from any non-Group activity shall be entirely his own and no part of any expense incurred in so doing will be the liability of any other Member or the Group.

3.3 Each Member agrees not to indulge in dangerous sports or activities without notifying the other Members so that any Group insurance may be taken out reviewed or increased and so that the Members can ascertain which (if any) sports or activities nullify the insurance or cause the additional premiums to be payable.

4. Group Equipment

4.1 All professional equipment transport and all other items purchased before and after the date of this agreement by an individual Member out of his personal resources and used for the purposes of the Group's business shall remain the property of such individual Member and shall not be an asset of the Group. Any additional items purchased or acquired (subject to the Members' prior unanimous consent) by the Group with Group funds shall be deemed to be Group as are the partnership assets as set out in Schedule 1.

4.2 Save as otherwise agreed in writing between the Members from time to time all Group property shall be owned by the Members in equal shares and any New Member's entitlement to an equal share in the Group's property shall be decided by the majority of the continuing Members (excluding the New Member).

4.3 When a Member leaves the Group he shall be entitled to take with him any equipment owned or purchased by him out of his own personal resources

and that Member's partnership account shall be credited with the value of his share of Group property retained by the Group.

4.4 In the absence of any agreement to the contrary all reasonable expenses necessarily incurred by any Member directly in connection with Group activities shall be paid by all of the Members in equal shares upon production of properly receipted invoices provided however that each Member shall first obtain the prior written unanimous consent of all of the other Members before incurring any expense or series of expenses which exceed (£250).

5. Financial Affairs

5.1 Unless the contrary is agreed in writing signed by all of the Members the Members shall during membership of the Group share equally expenses and all income from all sources received in connection with Group activities.

5.2 The Group will be responsible for paying any permanent employees or independent contractors used for and in the Group's business.

5.3 Each Member shall be personally responsible for all income tax and national insurance contributions due on his share of Group income

5.5 If for any reason and at any time any Member is required to pay towards the satisfaction of any liability of the Group more than his proper proportionate share thereof he will be entitled to claim as a debt from all of the other Members their pro-rata contribution to such excess payments.

5.6 All Group income shall be paid into the Group bank account with (name of bank) in the name of (name of a/c) or such other bank account as the Members from time to time decide. Withdrawals and deposits may be made by () acting always in good faith.

6. Confidentiality

Each Member hereby agrees to keep confidential and not to disclose to any confidential information relating to the Group's affairs and any other matters private to the Members as individuals without consent of all the other members. This obligation will remain in force after a Member has ceased to be a Member of the Group.

7. Unions

Each Member shall at all times maintain their membership of the Musicians Union and other trade union or organisation necessary or desirable to enable the Group to carry on its business effectively and such membership fees shall be borne by each individual Member respectively.

8. Voluntary Leaving / Expulsion

8.1 If any Member wants to leave the Group for whatever reason he may do so by giving not less than 3 months written notice to the other Members subject to Clause 9 below.

8.2 A Member may only be expelled from the Group by the unanimous decision of all the other Members giving written notice to the expelled Member provided however that the other Members shall continue accounting to such expelled Member in respect of his entitlement to royalties and other income arising from records made songs written or events undertaken while he was a Member.

9. Change of Membership

9.1 Any Member leaving the Group for whatever reason shall not terminate the partnership with regard to the remaining Members.

9.2 The departing Member's share of net Group assets (excluding any goodwill in the name) by way of equipment capital or otherwise shall be credited to his account and he will be paid such sums as are due when the next Group account is taken which shall in any event be no later than six (6) months after the date of departure of the leaving Member and upon his returning to the remaining Members all books records and items of property belonging to the Group. In the event of any dispute as to the value of any Group assets the Members agree to accept a valuation given by the Group's accountants or such independent third party as the Group may appoint.

9.3 The share of continuing royalties due to any outgoing Member from any recording publishing or other agreement shall be paid to him promptly upon receipt by or on behalf of the continuing members subject only to the recoupment of his share of outstanding advances as at the date of his departure and the continuing Members shall use their best commercial endeavours to procure

9.3.1 that no future advances made to them will be recouped from his future royalties,

and

9.3.2 that all relevant third parties will account directly to the outgoing Member for such royalties

9.4 The outgoing Member may only take any musical instrument or other equipment which is generally recognised as belonging to him (and in the event of a dispute as to ownership the decision of the Company's accountants or an Official of the Musicians' Union shall be final) and if it is being leased or bought on hire purchase by the Group or in the Group name then before he takes possession of such instrument

or equipment the outgoing Member will take over (and fully document the substitution of) all such commitments to the Group's satisfaction and shall indemnify the Group in respect thereof.

9.5 No Member may leave voluntarily or may be expelled until the completion of any forthcoming commitment for personal appearances performances or recordings which cannot be safely cancelled or which could not proceed if the outgoing Member were not a Member for that appearance performance or recording and: -

9.5.1 if a Member leaves the Group in disregard of any such obligation he shall be wholly liable for the adverse financial consequences arising from any third party claim related to a breach of such commitment caused by his departure; and

9.5.2 if a Member is expelled in disregard of any such obligations the continuing Members shall be wholly liable for the adverse consequences arising from any third party claim relating to a breach of such commitment caused by their action.

9.6 The outgoing Member shall sign and execute all such documents and deeds and perform all such acts as the continuing Members may reasonably request for the purpose of enabling the continuing Members to recover the outstanding assets of the Group or for the purpose of conveying a name or transferring to the continuing Members any Group property which immediately prior to the date of departure of the outgoing Member is vested in him as one of the Members of the Group or in trust for the Group.

10. Disbandment / Group Name

10.1 If the Group disbands and terminates this Agreement then all the Members shall have an equal responsibility for resolving or terminating all outstanding third party Group contracts and liabilities and they will have an equal share of net Group assets or shall be equally responsible for net Group liability.

10.2 In the event that any Member leaves the Group for any reason whatsoever the name of the Group and the goodwill attached thereto shall remain with the continuing Members together with any New Members (for so long as they are Members) which remaining Members and New Members shall have between them the sole right to the use of the Group Name.

10.3 In the event that the Group disbands none of the Members shall be entitled to use the Group name without the written consent of all the then living current Members as at the date of cessation provided that if any such Member cannot be found after reasonably diligent research (which shall be documented for proof) the consent of such missing

Member shall not be required.

11. New Members

In appointing any New Member the then current Members shall procure that any such New Member shall execute an agreement with all of the then current Members of the Group pursuant to which such New Member agrees to be bound by the terms identical (mutatis mutandis) to the terms of this Agreement.

12 Group Recordings and Songwriting

Notwithstanding anything to the contrary in this agreement all copyright and other rights in and to recordings made by the Group shall belong to the Group and any income derived from the exploitation of such recordings be apportioned in equal shares between the Members. The unanimous consent of the Members shall be required to exploit any Group recordings. All copyright in and to musical compositions and income derived therefrom shall be apportioned on a composition by composition basis provided that each Member shall be entitled to assign or license their share of the copyright and all other rights in and to any compositions to any bona fide music publisher on terms to be negotiated in the discretion of that Member PROVIDED THAT such assignment or license does not affect the other Members' ability to exploit their copyrights.

13. Notices

Any notice in writing referred to in this Agreement shall be deemed to have been duly and properly served if addressed to the parties at the above addresses or to any subsequent address duly notified by any of the Members and sent by Special Delivery prepaid post and the date of service shall be deemed to be the day of delivery in the normal course of posting.

14. Miscellaneous

14.1 No waiver by any Member of any breach by any other Member of any of the terms or conditions of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.

14.2 No Member shall be liable to any other Member for any breach of the terms and conditions of this Agreement occasioned by any act of God war revolution riot civil disturbance strike lockout flood fire or other cause not reasonably within the control of such Member.

14.3 This Agreement constitutes the entire agreement between the Members to the exclusion of any prior representations conditions or warranties undertakings whatsoever and shall not be capable of

variation except by instrument in writing signed by each Member.

14.4 The marginal headings hereto are for purposes of reference only and do not form part of and in no way govern or qualify the terms and conditions of this Agreement.

14.5 All sums herein mentioned are exclusive of any Value Added Tax that may be payable thereon.

14.6 This Agreement shall be governed by and construed in accordance with the Laws of England and the English Courts shall have sole jurisdiction.

15 Dispute Resolution

15.1 In the event of a dispute arising between the Members to this agreement concerning the subject matter hereof that cannot be resolved by the Members any Member of the Group concerned may refer such dispute to the General Secretary for the time being of the Musicians' Union.

15.2 Upon such referral the General Secretary (or his appointee) may in their sole discretion appoint an adjudicator to rule on the dispute or refer the dispute to the Musicians' Union's Dispute Resolution Scheme ('the Scheme') if the same is in operation at the time.

15.3 The parties agree to accept the decision of the adjudicator so appointed or, if appropriate, to abide by the rules of the Scheme.

15.4 For the avoidance of doubt this clause shall remain in effect and binding upon parties who have left the Group.

SIGNED by)

in the presence of: -)

SIGNED by)

in the presence of: -)

SIGNED by)

in the presence of: -)

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