

**UNPACKING THE RIGHT TO PLAIN AND UNDERSTANDABLE LANGUAGE IN
THE *CONSUMER PROTECTION ACT 68 OF 2008***

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SUMMARY

The *Consumer Protection Act 68 of 2008* came into effect on 1 April 2011. The purpose of this Act is, among other things, to promote fairness, openness and respectable business practice between the suppliers of goods or services and the consumers of such good and services. In consumer protection legislation fairness is usually approached from two directions, namely substantive and procedural fairness. Measures aimed at procedural fairness address conduct during the bargaining process and generally aim at ensuring transparency. Transparency in relation to the terms of a contract relates to whether the terms of the contract terms accessible, in clear language, well-structured, and cross-referenced, with prominence being given to terms that are detrimental to the consumer or because they grant important rights. One measure in the Act aimed at addressing procedural fairness is the right to plain and understandable language. The consumer's right to being given information in plain and understandable language, as it is expressed in section 22, is embedded under the umbrella right of information and disclosure in the Act. Section 22 requires that notices, documents or visual representations that are required in terms of the Act or other law are to be provided in plain and understandable language as well as in the prescribed form, where such a prescription exists. In the analysis of the concept "plain and understandable language" the following aspects are considered in this article: the development of plain language measures in Australia and the United Kingdom; the structure and purpose of section 22; the documents that must be in plain language; the definition of plain language; the use

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of official languages in consumer contracts; and plain language guidelines (based on the law of the states of Pennsylvania and Connecticut in the United States of America).

KEYWORDS: Plain language (plain and understandable language), Transparency, Procedural fairness, Consumer rights, Consumer contracts; Contractual fairness.