

1. OVERVIEW

Here's ten principles to keep in mind and apply when drafting contracts that will better the user's experience and make it much more palatable when consuming all the information.



2. HOW TO WRITE CONTRACTS THAT ACTUALLY WORK

For a long time, users of legal services have been getting the short end of the stick, from incomprehensible contracts and confusing court procedures to the way law firms bill for their time. But the tide is turning, and lawyers who want to stay afloat have to start putting the user first.

Here's how 10 principles of UX design ('U' is for user, anyone who uses your contracts, and 'X' is for the experience they have when they do so) can be applied to your contracts.

2.1. THE AESTHETIC-USABILITY EFFECT

Attractive things work better. But before you simply swop fonts or add colour, think about what design means. As [Margaret Hagan](#) explains, design is where creativity meets practicality. It's about creating '[contracts] that are intuitive, engaging, valuable, and beloved by the people that use them'. So pretty, yes, but also useful.

2.2. THE FALSE-CONSENSUS EFFECT

People tend to assume that others share their beliefs and will behave similarly. Many professionals suffer

from this, including lawyers, who forget that end-users are not necessarily lawyers themselves. As Richard Mabey, co-founder of Juro says

'Contracts are primarily economic instruments. And the end-users of contracts are not lawyers but consumers, HR professionals, salespeople, and many others...'



2.3. THE PARETO PRINCIPLE

According to this principle (also known as the 80/20 rule or the risk-based approach) you don't cater for every eventuality, but rather focus on the big, hairy risks and make sure they don't get lost. Cut the noise by writing in the active voice, referring to your readers directly, and using easy-to-understand terms.



2.4. THE DOHERTY THRESHOLD

All readers suffer from information overload – and, probably, impatience. Even short contracts can feel endless when they combine dense writing, passive voice, paragraph-long sentences and useless headings (like 'general' or 'miscellaneous'). Show the reader their progress, what's coming, and how long they have until it's over.

2.5. WEBER'S LAW OF JUST NOTICEABLE DIFFERENCES

Users don't like dramatic changes (even if they're beneficial); subtle changes work better. So, if you're redesigning your contract, **it may not be wise to overhaul everything.** Weber's Law states that slight changes over time beat noticeable differences when it comes to user experience.

2.6. THE RULE OF FIRST IMPRESSIONS

It takes a **fraction of a second** to make a great (or grim) first impression with your contract. Set the tone by sharing your hopes, fears and intentions in the introduction. Ask your marketing department for design help.

2.7. THE ISOLATION EFFECT

When faced with multiple similar objects, people are most likely to remember one that differs from the rest. Traditionally, lawyers use bold type and **uppercase to emphasise important clauses, but for many readers uppercase slows them down and feels aggressive, and**

bold type is difficult to read. Try underlining instead or calling attention to important clauses through design.

2.8. THE PEAK-END EFFECT

People judge an experience mostly based on how they feel at **its peak and its end**, rather than the whole, regardless of whether it's pleasant or unpleasant. So don't hide the punchline by ending with a 'general' section dumping ground. Wrap up on a high note near the signature clause when readers are paying attention.

2.9. THE PRINCIPLE OF FAMILIARITY

Users prefer products that seem familiar to them. Make your design predictable and you minimise the cognitive load for users. No, this is not an excuse for your contracts to look like everyone else's disasters; it means you should improve the user experience by mimicking the other types of information that your readers regularly consume.

2.10. THE PICTURE SUPERIORITY EFFECT

Studies show that **pictures are processed much faster, and are more memorable** than words. How many times have you used a doodle or timeline to explain your company or product? Why not use that in the contract? Depending on your audience, you can decide to go with a full visual contract, the infographic route, or add simple illustrations.