

Writing to be read: plain French

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The precision of legal French does not excuse a lack of clarity. For some twenty years the federal and cantonal administrations have applied principles of plain drafting: short sentences, a visible structure, defined vocabulary and the removal of needless archaisms.¹ These principles apply equally to financial institutions. A discretionary management mandate, an account agreement or an information notice written in plain French reduces misunderstandings with clients, eases the work of the supervisory authorities and strengthens the institution's position in the event of a dispute, because a court construes obscure clauses against the party that drafted them.²

French-speaking clients from Africa and the Maghreb are particularly sensitive to this quality. Their local advisers, trained in the civil-law tradition, read Geneva documents attentively and compare their drafting with that of French and Moroccan banks. A cumbersome document modelled on English templates is perceived there as a sign of distance, whereas a clear document written in assured French is read as a sign of respect. Plain French is therefore, for the financial centre, a commercial tool as much as a legal one.

1 Notes

1. Federal Chancellery, page "Technique législative" (bk.admin.ch): the Confederation's Directives on legislative drafting (Directives de la Confédération sur la technique législative, DTL), available in electronic form since 2016 with templates for each type of enactment, aim to "ensure the uniformity and coherence of published enactments"; the Chancellery reviews drafts during the external consultation, the consultation of the federal offices, the quality-control circuit of the Centre for Official Publications ("bon à tirer") and the co-report

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procedure; see also the Précis de technique législative (bk.admin.ch).

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2. Federal Supreme Court, judgment 4A_245/2024 of 24 June 2025, presented by the Geneva judiciary (justice.ge.ch, “Quand une clause contractuelle ambiguë doit être interprétée en défaveur de son auteur”): an obscure clause is construed against the party that drafted it, a subsidiary rule that comes into play only after the search for the real and common intention of the parties and interpretation according to the principle of reliance; in that case, a termination clause in a commercial lease, open to two reasonable readings, was interpreted in favour of the tenant. ↩

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