

# The Electricity Industry Participation Code Drafting Manual



## Document information

### *Version control panel*

<b>Date</b>	<b>Version</b>	<b>Author</b>	<b>Comments and/or description of changes</b>
19 May 2009	01	Andrew Springett and Julia White	Original, document number 655749-1
01 Nov 2010	02	Andrew Springett and Buddle Findlay	Updating the manual to reflect the transition to Electricity Authority, and to ensure that the manual reflects the drafting style of the Electricity Industry Participation Code 2010



## Glossary of abbreviations and terms

Act	Electricity Industry Act 2010
amendment	an amendment to the Code drafted in accordance with this manual
Authority	Electricity Authority
Code	Electricity Industry Participation Code 2010
manual	this drafting manual



# Contents

<b>Document information</b>	<b>A</b>
Version control panel	A
<b>Glossary of abbreviations and terms</b>	<b>C</b>
<b>1 Introduction</b>	<b>1</b>
Purpose	1
Overview	2
<b>2 Planning</b>	<b>3</b>
Objective of the amendment	3
Consult with Legal	3
Structure	4
<b>3 Drafting Style</b>	<b>6</b>
Precision and simplicity	6
Headings	6
Sentences	8
Words	16
Definitions	20
Punctuation	23
Tables	23
Formula	24
Schedules	26
Capital letters	26
<b>4 Formatting</b>	<b>27</b>
Font	27
Page headings	27
Headings	27
Cross headings	27
Clause numbering	28
Contents table	29
Paragraph alignment	29
<b>5 Checking</b>	<b>31</b>

<b>Schedule 1</b>	<b>Commonly mistaken words</b>	<b>35</b>
-------------------	--------------------------------	-----------

<b>Schedule 2</b>	<b>Punctuation: specific issues</b>	<b>41</b>
-------------------	-------------------------------------	-----------

<b>Index</b>		<b>46</b>
--------------	--	-----------

## **Tables**

Table 1: Font specifications	6
------------------------------	---

Table 2: Eliminate unnecessary words	14
--------------------------------------	----

Table 3: Nominalisations	15
--------------------------	----

Table 4 Keep it simple	16
------------------------	----

Table 5 Archaic words	17
-----------------------	----



# 1 Introduction

## *Purpose*

- 1.1 This manual is written for persons drafting amendments to the Code. It will also assist others involved in the drafting process.
- 1.2 The purpose of this manual is to ensure that all amendments to the Code—
  - (a) give effect to the policy behind the amendment;
  - (b) are based on sound legal principles;
  - (c) are consistent with existing laws (including the Code);
  - (d) are concise, clear and unambiguously drafted;
  - (e) have an intelligible structure;
  - (f) avoid unnecessary compliance costs;
  - (g) limit the scope for avoidance;
  - (h) are timely; and
  - (i) stand the test of time, without the need for frequent amendment.
- 1.3 Consistent with those objectives, Code provisions should not—
  - (a) frustrate users with technicalities;
  - (b) have unintended consequences;
  - (c) be easily circumvented;
  - (d) be open to misuse;
  - (e) be unnecessary; or
  - (f) conflict with, or cast doubt on, existing law.
- 1.4 The Code is delegated legislation under the Act with the force of law.
- 1.5 Accordingly, stringent standards must be met before amendments to the Code can be made by the Authority.
- 1.6 By following this manual, drafters will ensure that their amendments meet those standards.

## *Overview*

- 1.7 Part 2 (Planning) is divided into three sections. The first is a list of questions to make sure that you understand the objective of the amendment. The second is a list of questions to discuss with Legal. The third helps you set up a logical structure for your amendment.
- 1.8 Part 3 (Drafting Style) is designed to assist drafters to produce unambiguous and precise amendments. It is divided into techniques for drafting headings, sentences, words, definitions, punctuation, tables and formulas.
- 1.9 Part 4 (Formatting) sets out the formatting style adopted by the Authority for drafting amendments to the Code.
- 1.10 Part 5 (Checking) contains a list of questions to ask when you, and your peer reviewer, are checking your amendment.

## 2 Planning

### *Objective of the amendment*

- 2.1 There is no chance of producing an amendment that is readily understandable by a reader, unless you fully understand the objective of the amendment. Thorough planning and organisation of material, before starting to draft amendments, is critical to well-structured clauses.
- 2.2 If you do not get the objective and other key issues right at first, and have to change any of these matters during drafting, you may have to choose between starting again (and losing time) or ending up with poorly drafted amendments.
- 2.3 Answer the following questions to ensure that you fully understand the objective of the amendment and other key matters:
- (a) what is the objective of the amendment?
  - (b) are the important policy issues agreed?
  - (c) to whom must the amendment apply?
  - (d) how will the amendment be administered and enforced?
  - (e) are any exceptions or qualifications required?
  - (f) are there any transitional requirements?
- 2.4 The answers to these questions can be used for your discussion with Legal, and can later be used as a benchmark when checking the more detailed parts of the amendment.

### *Consult with Legal*

- 2.5 The Authority's Legal team is the custodian of the Code. You must consult with Legal before drafting an amendment. Consult with Legal to determine the following matters:
- (a) whether existing clauses should be amended or what needs to change; and
  - (b) what will not be included in the amendment (minor matters may not need to be included in the amendment if they can be dealt with administratively or in guidelines); and
  - (c) whether an amendment could impose unnecessary compliance costs; and
  - (d) whether transitional arrangements are required; and
  - (e) whether the amendment can be made under section 32 of the Act, which sets out the provisions that may be included in the Code; and

- (f) whether the proposal is based on sound legal principles and is consistent with the existing law (not just the existing Code); and
- (g) whether there are any other relevant legal issues (which may include the matters in paragraph 2.3 above).

### *Structure*

2.6 Your amendment will be easier to understand if you set up a structure that the reader can easily follow, both across the Code and within a part or subpart of your amendment.

### **2.7 Framework**

It is important to decide the overall framework of the amendment and the order of its contents, before going into detail. Decide—

- (a) what needs to be included in the main body of the Code, and what could be included in a schedule. Procedural or administrative provisions should be set out in a schedule if possible, to give prominence to general themes; and
- (b) whether the amendment can be added to an existing part or subpart of the Code, or whether a new part or a new subpart should be added; and
- (c) whether it would be useful to use a table, flow diagram, formula, or example to help the reader understand the amendment.

### **2.8 Order**

- (1) List the material, including any headings and proposed contents of the main components, in the order most likely to make sense to the reader. Put the key point in the clause first, then less important points, then exceptions.
- (2) There should be only 1 coherent idea per clause. Each subclause should relate to the main idea.
- (3) Do not split a clause into more than 4 levels (the ‘rule of 4’). This means that you may draft to the clause, subclause, paragraph and subparagraph level, but if you have got to the subsubparagraph level, try re-structuring the clause.
- (4) Keep to the main themes or ideas of each component. If you begin drafting before structuring the amendment, you risk getting unduly distracted by thinking about drafting points instead of concentrating on what the amendment is meant to do.

2.9 It may be useful to order the amendment by preparing an outline, as shown in the example below. This format is a suggestion only. You may not need to use all 4 levels or you might want to try different ways of recording the amendment (eg tables and diagrams) to achieve the best structure.

**Example****1.1 Main topic**

- (1) Statement of, or first idea about, the topic.
- (2) Second idea about the topic—
  - (a) first element within the second idea:
  - (b) second element within the second idea—
    - (i) first element within second element of second idea.

2.10 Check that you have arranged the clause in a logical order, eg, you have—

- (a) put substantive matters before administrative and procedural matters:
- (b) arranged material chronologically or by reference to probability, ie, most likely to least likely:
- (c) ensured the order is consistent with other similar clauses:
- (d) grouped clauses together if they have common subject matter.

## 3 Drafting Style

### *Precision and simplicity*

- 3.1 As delegated legislation, the Code includes more detail and technical matters than primary legislation.<sup>1</sup> The majority of people reading the Code are industry participants, who look to the Code to define their legal obligations when running their businesses. The Code must be drafted very precisely to ensure it has the intended effect.
- 3.2 On the other hand, the Code should not be unnecessarily complex. If amendments are drafted clearly, they are easy to understand. That avoids later disagreements as to the meaning of the Code (and the attendant delays and costs) and limits the scope for avoidance.
- 3.3 You have to strike a balance between precision and simplicity. If you use the various techniques of simple drafting set out in this part, you can reduce complexity to the minimum that is forced on you by the subject-matter.

### *Headings*

**Table 1: Font specifications**

Description	Example	Type size
Title of document	<b>Electricity Industry Participation Code 2010</b>	<b>16pt Times New Roman Bold</b>
Part heading on page 1 of each part	<b>Part 1 Preliminary Provisions</b>	<b>13.5pt Times New Roman Bold</b>
Part heading on all pages except page 1	Electricity Industry Participation Code 2010 Part 1	<b>8pt Times New Roman Bold</b>

<sup>1</sup> This is because the Parliamentary process surrounding the passage of primary legislation is the appropriate forum for the principle and policy of a legislative scheme to be debated and resolved, leaving the 'detail' for delegated legislation such as the Code.

Description	Example	Type size
Contents heading	Contents	11pt Times New Roman Bold
Schedule heading on page 1 of each schedule	<b>Schedule 1.1 Notice of...</b>	13.5pt Times New Roman Bold
Schedule heading on all pages except page 1	Electricity Industry Participation Code 2010 Schedule 1.1	8pt Times New Roman Bold
Subpart heading for main body of text	Subpart 1–Preliminary provisions	13.5pt Times New Roman
Part/schedule cross heading	<i>Exemptions</i>	11pt Times New Roman italic
Clause heading	<b>1.1 Contents of this Part</b>	11pt Times New Roman Bold
Text of Code (including the contents pages)	This Part provides for...	11pt Times New Roman

### 3.4 Clause headings

- (1) Each clause heading must—
  - (a) indicate the theme or subject matter of the clause to which it relates; and
  - (b) be designed with a view to its inclusion in the table of contents (the table of contents lists all clause headings, and act like a summary or map of the relevant part of the Code); and
  - (c) be brief: a heading should not just replicate the entire contents of the clause, and should not take more than one line of text; and
  - (d) omit all definite and indefinite articles (eg, “the” and “a”); and

- (e) not have initial capitals, except for—
  - (i) the first word in the heading; and
  - (ii) proper nouns; and
  - (iii) words that are defined in Part 1 of the Code with initial capitals.
- (2) See part 4, Formatting, for how headings and cross-headings are formatted.
- (3) Only clauses have headings. Subclauses and paragraphs do not have headings.

**Example**



(vii) **Transpower to manage grid**

(A) **Transpower** will manage the **grid** by...



**1.5 Definition of outage**

(1) An **outage** exists whenever...

### 3.5 Cross-headings

- (1) Cross-headings can be used to separate clauses into distinct groups. They are intended to make it easier for the reader to navigate through the Code. A cross-heading—
  - (a) is not numbered; and
  - (b) has initial capitals for the first word only; and
  - (c) includes definite and indefinite articles, ie “the” and “a”.
- (2) See part 4, Formatting, for how headings and cross-headings are formatted.

## *Sentences*

### 3.6 Well constructed sentences

- (1) Construct sentences simply and logically. Some ways of doing this are—
  - (a) get to the main point (from the reader’s point of view) early:



- (b) put the main clause before conditional clauses if the main clause is simple and the conditional clauses are long or numerous. That way, the reader knows the main point before going through a list of conditions in a ‘sandwich’ construction, in which the topic is found in the middle or end of the clause:

**Example**

- 1.4 If a **participant** has—
- (a) **published a notice;** and
  - (b) danced a jig; and
  - (c) completed its Christmas shopping,
- it may close down business for 3 weeks.
- 1.4 A **participant** may close down business for 3 weeks if it has—
- (a) **published a notice;** and
  - (b) danced a jig; and
  - (c) completed its Christmas shopping.

- (c) including 2 separate lists within a single clause or ‘club sandwiches’ must definitely be avoided:

**Example**

- 1.4 If a **participant** has—
- (a) published a **notice;** and
  - (b) danced a jig; and
  - (c) completed its Christmas shopping,
- it may close down business for 3 weeks from—
- (d) the first day of the month; or
  - (e) the end of the following week if authorised by the **Authority,**
- during which time all the **participant**’s employees will be paid double salary.

- (d) make sure the verbs of most sentences—
  - (i) prohibit something (must not/may not); or
  - (ii) require something (must do); or
  - (iii) enable something (may do); or
  - (iv) declare something (this is):
- (e) write verbs in the present tense if possible:

**Example**

- A **participant** who was authorised to read **meters** when this clause came into force will be deemed from 1 July 2009 to be authorised to read **half-hour meters**.
- A **participant** who is authorised to read **meters** when this clause comes into force is authorised from 1 July 2009 to read **half-hour meters**.

- (f) put adverbial phrases (phrases that describe or modify a verb) after verbs when there is no ambiguity:

**Example**

- The **system operator** may, within 30 days after receiving the application, grant the **dispensation**.
- The **system operator** may grant the **dispensation** within 30 days after receiving the application.

- (g) refer to participants in the singular, not the plural, when imposing obligations:

**Example**

- Distributors** must create **ICP identifiers** for **ICPs** for which they are responsible.
- Each **distributor** must create an **ICP identifier** for each **ICP** for which the **distributor** is responsible.

- (h) keep the subject close to the verb and keep modifiers close to the verbs they modify:
- (i) use positive statements, unless a negative statement is the only way of expressing the concept:

**Example**

- The **market administrator** must not give its approval if a **participant** has not applied using form A6.
- The **market administrator** must give its approval only if a **participant** has applied using form A6.

- (j) avoid double and triple negatives:
- (k) use the active voice rather than the passive voice unless necessary to convey meaning. The active voice identifies, in a direct way, who is doing what:

**Example**

- Up to 9 **participants** may be approved by the **market administrator** to be members of the advisory committee.
- The **market administrator** may approve up to 9 **participants** to be members of the advisory committee.

- (l) avoid excessive cross-references. Cross-references should be used only to avoid ambiguity. Assume that the ‘narrative style’ applies, ie if a person or thing is mentioned in a clause, readers will assume that a later reference to the same thing is a reference to the one mentioned before:

**Example**

- (1) A **designated transmission customer** may apply to the **Authority** for approval to hold a public conference to discuss the **grid**.
- (2) An application made under subclause (1) must be in writing.
- (3) The **Authority** may grant approval under subclause (1) only if no other public conferences have been held in the month in which the application made under subclause (1) was made.
- (1) A **designated transmission customer** may apply to the **Authority** for approval to hold a public conference to discuss the **grid**.
- (2) An application must be in writing.
- (3) The **Authority** may grant approval only if no other public conferences have been held in the month in which the application is made.

- (m) do not mix conditions and exceptions, or “if” and “unless”, in the same sentence:
- (n) when using “except” and “unless”, make sure that the clause includes the consequence of the event occurring, and the consequence of the event not occurring:

**Example**

- (1) A **grid owner** must not deliver **metering information** to the **clearing manager** unless the **market administrator** has authorised the **grid owner** to do so.
- (1) A **grid owner** must not deliver **metering information** to the **clearing manager** unless the **market administrator** has authorised the **grid owner** to do so.
- (2) If the **market administrator** has not authorised delivery of the **metering information**, the **grid owner** must deliver the **metering information** to the nearest supermarket.

- (o) do not use provisos (statements beginning with “provided that”). Put the content of the proviso into a separate subclause, or at the end of the clause, separated by words such as “but not if” or “unless”:

**Example**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | (1) A <b>meter owner</b> must not read <b>meters</b> , provided that this subclause does not apply to a <b>meter owner</b> who also owns rubber soled shoes. |
| <input checked="" type="checkbox"/> | (1) A <b>meter owner</b> must not read <b>meters</b> unless the <b>meter owner</b> also owns rubber soled shoes.   |

- (p) avoid slabs of unbroken text. The ‘rule of 4’ also means that the text at each level (ie, each subclause, paragraph and subparagraph) should be no more than 4 lines long. If the text is longer than that, try to split it up:
- (q) separate lists of alternative or cumulative items (which may be exceptions or conditions) from the main structure of the clause, using the following style:
- (i) if the list is cumulative (ie, a list of conditions that all must be met) use “; and” at the end of each item in the list:
  - (ii) if the list is alternative (ie, a list of different qualifications, where 1 or more is sufficient), use “; or” at the end of each item in the list:
  - (iii) if the list is not strictly cumulative or alternative, (ie, if the introductory text before the list is “one or more of the following” or “any of the following”), use “:” at the end of each item in the list:
  - (iv) if the meaning requires it, use “; but” at the end of an item in the list:
  - (v) the last item ends with a full stop, unless it is part of a larger list in which case it ends with whatever end punctuation is correct for the larger list:
  - (vi) never use both “and” and “or” in the same list, and never use “and/or” at the end of a list, as this can be ambiguous. The word “or” should be used instead of “and/or”. Some suggestions are set out in Appendix 1, under “and/or”.

### 3.7 Short sentences

- (1) A long sentence forces the reader to hold a number of ideas in suspense. The more suspended ideas there are in a sentence, the more difficult it is to see its structure and the more difficult it is to understand.
- (2) Here are some ways of keeping sentences short. However, use your discretion when considering these suggestions. Avoid excessive shortness if adding some words or phrases would make sentences easier to understand—

- (a) eliminate unnecessary words. Some phrases that are traditionally used can be shortened by eliminating redundant words or can be replaced with single words or shorter phrases, as shown in Table 2:

**Table 2: Eliminate unnecessary words**

<b>Avoid</b>	<b>Use instead</b>	<b>Avoid</b>	<b>Use instead</b>
adequate number of	Enough	as to whether	whether
at the place where	Where	by means of	by
by reason of	Because	during the course of	during
for the duration of	during/while	for the reason that	because
if there are any conditions that do not comply	if any conditions do not comply	in lieu of	instead of
in relation to/in respect of	for/to/about/concerning	in the event that	if
is able to	Can	in circumstances which	if
is allowed to/is permitted to	May	is applicable	applies
otherwise than	Except	meets the requirements of	complies with
take such steps as are appropriate	take appropriate steps	pursuant to	under
with the permission of the Authority	with the Authority's permission	a participant must use its best endeavours...	a participant must do its best...

- (b) avoid using the word "then" unnecessarily:

**Example**

If the **Authority** receives information from a **participant**, then the **Authority** must...

If the **Authority** receives information from a **participant**, the **Authority** must...

- (c) avoid using the word "also" unnecessarily:

**Example**

- If the **Authority** gives notice to a **distributor**, the **Authority** must also give notice to each **retailer**
- If the **Authority** gives notice to a **distributor**, the **Authority** must give notice to each **retailer**

- (d) do not make verbs into nouns (nominalisations). Using the verb form results in fewer words and the words are usually shorter, as demonstrated in Table 3:

**Table 3: Nominalisations**

Nominalisation	Verb replacement
to conduct a hearing	to hear
to conduct an investigation	to investigate
to effect/make delivery	to deliver
to ensure compliance	to comply
to give consideration	to consider
to make an application	to apply
to make a discovery	to discover
to undertake consultation	to consult

- (e) note that the terminology for referring to clauses is as follows:
- (i) clause 1.1:
  - (ii) subclause 1.1(1):
  - (iii) paragraph 1.1(1)(a):
  - (iv) subparagraph 1.1(1)(a)(i):
  - (v) subsubparagraph 1.1(1)(a)(i)(A):
- (f) while clauses should not be drafted to the subsubparagraph level, amendments may have to refer to existing subsubparagraphs in the Code:
- (g) use definitions. You can use definitions not only to give precision to a term or phrase, but also to shorten your text. If you need to use a phrase of 2 or more words many times, consider giving it a short label and defining it (see “Definitions” from paragraph 11 onwards):

- (h) avoid noun strings, eg, “instantaneous reserve level monitoring factors”. Use a short generic word to cover the noun string, and define it separately if necessary.

## *Words*

### 3.8 Short words

- (1) Short words make sentences easier to understand. Here are some tips to help you choose short words—
  - (a) use short and familiar words unless they do not accurately express the intended meaning. Table 4 sets out some longer words that can be replaced with plainer equivalents:

**Table 4**      **Keep it simple**

<b>Avoid</b>	<b>Use instead</b>	<b>Avoid</b>	<b>Use instead</b>
assist	Help	initiate/commence	begin/start
attempt	Try	location	place
balance	Rest	notwithstanding	despite
by reason of	Because	obtain	get
cease	Stop	permit	let/allow
confer	Give	prior	earlier
data	Information	prior to	before
effected	made/done	purchase	buy
endeavour	Try	quantum	amount
expiration/termination	End	request	ask
facilitate	Help	retain	keep
forthwith	Immediately	subsequent	later
furnish	give/state/show	subsequent to	after
grant	Give	substitute(d)	replace(ment)
in accordance with	Under	sufficient	enough
		utilise	use



- (b) do not use archaic words. A number of words and phrases traditionally associated with legal writing are archaic and should never be used in drafting. Some archaic words are listed in Table 5:

**Table 5 Archaic words**

Archaic words			
abovementioned	hereto	aforementioned	hitherto
aforesaid	said	beforementioned	save that
foregoing	thereafter	hereafter	thereby
hereby	therefrom	herein	therewith
hereinafter	whatever	hereinbefore	whatsoever
heresoever	whomsoever		

- (c) use acronyms. Acronyms can be used either for brevity or because the acronym is a commonly used term. Clearly define all acronyms, even familiar ones:

**Example**

- ICP** means an installation control point being 1 of the following:
  - (a) a **point of connection** at which a **customer** installation is connected to a **network** other than the **grid**:
  - (b) a **point of connection** between a **network** and an **embedded network**:
  - (c) a **point of connection** between a **network** and **shared unmetered load**
- CFCs** means chlorofluorocarbons

- (d) use “%”, not “per cent”:
- (e) write all numbers, including 0-10, in numerals:

- (f) when referring to a specific date, do not use the endings –st, nd, rd, th.

**Example**

- This clause ceases to apply on 31st December 2011.
- This clause ceases to apply on 31 December 2011.

### 3.9 Commonly mistaken words

Appendix 1 sets out a list of words that are commonly mistaken, either because they have a particular meaning that is not always known, or because they are ambiguous, in which case a clearer alternative is provided.

### 3.10 Grammar

- (1) Make sure your words are grammatically correct, by following the tips below—

- (a) avoid demonstrative adjectives:

**Example**

- ‘that Committee’ or ‘that **notice**’
- ‘the Committee’ or ‘the **notice**’

- (b) match the verb with the closest noun to the verb in sentences that combine singular and plural forms of a noun. Do not repeat the verb for each noun:

**Example**

- If a **customer**, or **customers**, intends to submit information...
- If a **customer**, or **customers**, intend or intends to submit information...
- If a **customer**, or **customers**, intend to submit information...

- (c) treat bodies corporate as singular nouns:

**Example**

- If **Transpower** enter into an agreement, they must...
- If **Transpower** enters into an agreement, it must...

- (d) treat group nouns as singular nouns:

**Example**

- If the **Authority** determine, under subclause (5), that...
- If the **Authority** determines, under subclause (5), that...

- (e) refer to each participant as "who" instead of "that":

**Example**

- A **generator** that generates **electricity**...
- A **generator** who generates **electricity**...

- (f) use words and forms consistently throughout the Code unless you intend an alternative meaning. Otherwise, this creates ambiguity. For example, if the Authority gives a participant “approval”, the Code should not later refer to the Authority having given “authority” or “power”:
- (g) use gender-neutral words. In particular, avoid gender-specific pronouns, gender-specific job titles, and compound words containing “man”. However, gender-neutral words can sometimes lead to cumbersome expressions such as “he or she”, “him or her”, or “his or her”. Try to avoid these expressions by—

- (i) repeating the noun; or

**Example**

- In carrying out the functions of an **auditor**, he or she must...
- In carrying out the functions of an **auditor**, the **auditor** must...

- (ii) omitting the pronoun; or

**Example**

- An **auditor** may not audit a **retailer** unless he or she is authorised to do so by the **market administrator**.
- An **auditor** may not audit a **retailer** unless authorised to do so by the **market administrator**.

- (iii) converting the noun into a verb.

**Example**

- Each **auditor** who has in his or her possession confidential information about a **retailer**...
- Each **auditor** who possesses confidential information about a **retailer**...

## *Definitions*

### 3.11 Do I need to define a word or expression?

- (1) Define a word or expression only if the definition will assist readers. Do not define a term if the intended definition is no different to the ordinary meaning and usage of the term.
- (2) Only define terms that are used frequently.
- (3) Most definitions should be included in Part 1 of the Code. However, if a term is used in one clause or in a distinct group of clauses, the definition should be included in the clause or group of clauses.
- (4) Do not define a term that is already defined in the Interpretation Act 1999 (eg, month, working day) unless you want the term to have a different meaning.
- (5) Under section 34 of the Interpretation Act 1999, a word that is used but not defined in the Code has the same meaning as the word has in the Electricity Industry Act 2010.

- (6) There is no need to state that a definition applies to grammatical variations and cognate expressions of the term defined. Section 32 of the Interpretation Act 1999 states: “Parts of speech and grammatical forms of a word that is defined in an enactment have corresponding meanings in the same enactment”.

### 3.12 How should I define a word or expression?

- (1) A definition should not include substantive obligations.
- (2) A definition should define 1 word or expression only.
- (3) A definition must be—
- (a) intuitive (it should of itself convey some indication of its meaning):

#### Example

- financial year** means a period of 30 minutes ending on each hour or thirty minutes past each hour on any trading day

- (b) accurate (the meaning that it conveys of itself should not be misleading).

#### Example

- meter** means any mechanism for measuring quantities of **electricity**, and also includes the **HVDC** link, a **GXP**, or **shunt asset**

- (4) In other words, a definition should not stipulate an outrageous or extravagant meaning. A term manufactured for the purposes of a definition should be as descriptive and helpful to readers as possible.
- (5) A definition should, if possible, be complete in itself. It should not cross-refer to other definitions or make excessive reference to other legislation.
- (6) Defined terms do not use definite or indefinite articles.

#### Example

- the asset** means...

- asset** means...

- (7) List the defined term in Part 1 of the Code—
- (a) in alphabetical order (see paragraph 13 below); and
- (b) in bold; and
- (c) without quote marks; and

- (d) with initial lower case letters, unless the term is to be used with initial capital letters throughout the Code; and
  - (e) with no punctuation at the end of the definition (eg without a semi-colon).
- (8) Defined terms are shown in bold wherever they are used in the Code, as shown in the examples in this manual.
- (9) Past practice has been to bold words and phrases to indicate whether or not the word or phrase has the defined meaning. However, there is no legal basis for using bolding to indicate whether a word or phrase has its defined meaning. Words and phrases must be bolded only to indicate to the reader that the word or phrase is defined in Part 1. Words and phrases cannot be bolded/unbolded to indicate whether or not the word or phrase should have its defined meaning.

### 3.13 Alphabetical order

- (1) The rules for placing items into alphabetical order are—
- (a) word by word, then letter by letter within the word; and
  - (b) hyphenated words are treated as 2 separate words; and
  - (c) figures appear in numerical order and come before “a”.

#### **Example of alphabetical order**

- 1999 financial year
- 2000 financial year
- Act
- control
- control room
- control system
- controller
- grid
- grid owner
- state insurance
- state-owned
- state sector
- state services
- statistics

## *Punctuation*

### **3.14 Main principles**

- (1) There are four main rules for using punctuation—
  - (a) punctuate sparingly and with purpose:
  - (b) punctuate for structure and not for sound:
  - (c) use conventional punctuation:
  - (d) punctuate consistently.

### **3.15 Specific issues**

Appendix 2 lists commonly used punctuation, with an explanation of the applicable rules and examples of correct or incorrect usage.

## *Tables*

- 3.16 If a clause is becoming overloaded or repetitive because it has too many essentially similar statements, consider replacing it with a table. Tables can present information in a more accessible form.
- 3.17 Tables need to be introduced with a narrative statement, explaining how the components set out in the table are linked together. The table setting out those components can come directly under the explanation or elsewhere, eg, in a schedule.

## *Formula*

3.18 A formula may be useful to convey complex mathematical concepts.

3.19 If possible, express the variables of the formula in words rather than symbols or abbreviations.

### **Example**



$\frac{x}{y}$

y

where:

x means the **loss factor**; and

y means the **final price**.



loss factor

**final price**



- 3.20 If it is not possible to express the variables in the formula using words, try to make sure that the symbols or abbreviations use the initial letters of the variables. However, if the formula is too complicated for this, use algebraic symbols.

**Example**

- (1) Costs are calculated for a **trading period** in accordance with the following formula:

$$a = (b \times c) + \frac{d}{e}$$

where

- a is the cost per **trading period** allocated to a generator for the North Island or to the **HVDC** for the South Island
- b is the **event charge** payable by the **causer** of an **under-frequency event**
- c is the number of **trading periods** during with the **under-frequency event** continued
- d is the lesser of—
  - (i) the amount of **electricity** injected (expressed in **MWh**) by the **generating unit**; or
  - (ii) the amount of **electricity** injected (expressed in **MWh**) by the **generating unit**; or
  - (iii) **10,000 MWh**
- e is the quantity of any **instantaneous reserve** provided under an **ancillary service agreement** authorised by the **system operator**.

### *Schedules*

- 3.21 Each schedule must include a reference to the clause that incorporates the schedule in the Code. The clause reference must be immediately to the right of the schedule heading.

**Example (the clause that incorporates the schedule in the Code is clause 1.1)**



**Schedule 10.1**  
**The codes of practice**

cl 1.1

### *Capital letters*

- 3.22 Use first letter capital letters if you are referring to a specific part, table, schedule, or appendix (eg Part 15, Table 7, Schedule 12.4, Appendix A, Code of Practice 8.3, Technical Code A). Use lower case first letters only if you are not referring to a specific part, table, schedule, or appendix.

## 4 Formatting

- 4.1 Text is hard to understand if it is hard to read. Follow this formatting guide, developed by the Authority, when drafting amendments to the Code.

### *Font*

- 4.2 The Code is in Times New Roman font. The text of the Code is in size 11 font. The size of headings used throughout the Code is in Table 1 of Part 3 of this manual.

### *Page headings*

- 4.3 Each page of the Code must include the header "Electricity Industry Participation Code 2010" in bold in size 8 font.
- 4.4 Each header must include the part number and the number of the schedule, technical code, code of practice, or appendix (if relevant).

### *Headings*

- 4.5 Clause headings must be in bold, including the clause number.
- 4.6 Only clauses have headings. Subclauses and paragraphs do not have headings.
- 4.7 Each clause must have a heading.

### *Cross headings*

- 4.8 A cross heading—
- (a) is not numbered; and
  - (b) is in italics; and
  - (c) is centred on the page; and
  - (d) has an initial capital only for the first letter.

### *Clause numbering*

- 4.9 Do not use automatic formatting, because that may result in amendments being made to the entire Code.
- 4.10 Parts of the Code are numbered sequentially from Part 1 to Part 17. Parts of the Code are divided into subparts.
- 4.11 Clauses are numbered sequentially in each part. The first part of the number is the part number. That part number is followed by a full stop and a sequential number, starting at 1, for each clause.

For example, in Part 4, clauses will be numbered 4.1, 4.2 etc.

- 4.12 Numbers must not end with a full stop.
- 4.13 Each clause/subclause/paragraph/subparagraph must be numbered. All items in a list must be numbered, so that they can be referred to easily. Bullet points must never be used.
- 4.14 If inserting a new clause between consecutively numbered clauses, a letter suffix is added to the clause number as in the following examples:

- (g) adding a clause between clauses 1.4 and 1.5: 1.4A
- (h) adding a clause between clauses 1.4A and 1.5: 1.4B
- (i) adding 2 clauses between clauses 1.4 and 1.4A: 1.4AA and 1.4AB
- (j) adding 2 clauses between clauses 1.4B and 1.4C: 1.4BA and 1.4BB
- (k) adding a clause before clause 1.1: 1.A1
- (l) adding a clause before clause 1.A1: 1.2A1
- (m) adding a clause before clause 1.ZA1: 1.ZZA1

- 4.15 If revoking a clause and substituting a new clause, the numbering of the old clause should not be re-used unless the subject matter of the new clause corresponds to that of the old clause. Similarly, if inserting a new clause where a clause has previously been revoked, the numbering of the revoked clause should not be reused for the new clause, unless the subject matter of the new clause corresponds to that of the revoked clause.

### *Contents table*

- 4.16 Each part of the Code includes a contents table at the front of the part. The Code also includes a contents table.
- 4.17 The contents tables are included only to assist in reading the Code, and do not form part of it (see clause 1.6 of the Code).
- 4.18 The contents table includes the number and heading of each clause in the part, and lists each schedule to the part (including technical codes, codes of practice, and other documents). The numbers and headings of the clauses in a schedule are not included in the contents table.
- 4.19 Make sure that you update the contents table when adding or omitting 1 or more clauses, or updating the heading of a clause.

### *Paragraph alignment*

4.20 Paragraphs should be aligned so that—

- (a) the text of a heading or clause is left-aligned one tab (not using the space bar) out from the number; and

**Example**

1.6 Authority to approve alternatives

1.6 Authority to approve alternatives

- (b) the number of a subclause is left-aligned with the clause number; and

**Example**

1.1 Authority to approve alternatives

(1) The **Authority** must approve alternatives in the following circumstances:

- (c) the number of a subparagraph is left-aligned with the text of the prior level of text.

**Example**



**1.6 Authority to approve alternatives**

- (1) The **Authority** must approve alternatives in the following circumstances:
  - (a) when a **distributor** applies for approval on the **prescribed form**:
  - (b) when **Transpower** determines relevant.

## 5 Checking

- 5.1 A high level of accuracy is required when drafting amendments to the Code.
- 5.2 Here are some suggestions for checking an amendment—
- (a) leave a day or 2 between drafts:
  - (b) run the new amendment through the spelling and grammar checker on your computer:
  - (c) check the new amendment against the answers to the list of questions at paragraph 2.3 of part 2 to check that the amendment delivers what was intended:
  - (d) test the amendment by running some examples through it. If the amendment includes a formula, run some real figures through it:
  - (e) read the amendment out loud:
  - (f) double check the definitions. Do they correctly apply in all circumstances in which they have been used:
  - (g) make sure all cross-references are correct. Does the amendment make correct cross-references to other clauses? Will any existing cross-references in the Code need to be changed as a result of the amendment:
  - (h) ask someone to peer review the amendment, to ensure that it reflects the policy and complies with this manual. Provide a copy of the answers to the questions in paragraph 2.3 of part 2, if necessary.





## Schedules

<b>Schedule 1</b>	<b>Commonly mistaken words</b>	<b>35</b>
<b>Schedule 2</b>	<b>Punctuation: specific issues</b>	<b>41</b>



## Schedule 1 Commonly mistaken words

Words(s)	Explanation of ambiguity or meaning	Example
<p>“All”, “each”, “every”</p>	<p>These words are often used where they would be better omitted or replaced by “a”, “an”, or “the”.</p> <p>The use of “all”, “each” and “every” should be restricted to contexts where their core meaning is intended. “All” may be appropriate if the emphasis is on the collective, and “each” or “every” if the emphasis is on the individual</p>	<p><input checked="" type="checkbox"/> All <b>reconciliation participants</b> must be certified for 3 years.</p> <p><input checked="" type="checkbox"/> A <b>reconciliation participant</b> must be certified for 3 years.</p>
<p>“And”, “or”, “and/or”</p>	<p>“And” is used to connote togetherness (conjunction); “or” means that you can take your pick (disjunction). However, take care because the courts have interpreted both these words in both the conjunctive and disjunctive sense.</p> <p>It is sometimes necessary to use extra words to make the meaning clear, as shown in the examples provided.</p> <p>And/or should never be used (refer to paragraph 6.1.16.6).</p>	<p><input checked="" type="checkbox"/> Either A or B or both.</p> <p><input checked="" type="checkbox"/> Either A or B but not both.</p> <p><input checked="" type="checkbox"/> Any one of the following: A; or B; or C.</p> <p><input checked="" type="checkbox"/> Any one or more of the following:</p> <p>A:</p> <p>B:</p> <p>C.</p> <p><input checked="" type="checkbox"/> All of the following but not individually:</p> <p>A; and</p> <p>B; and</p> <p>C.</p>

Words(s)	Explanation of ambiguity or meaning	Example
<p>“Any”</p>	<p>“Any” can be ambiguous, so use “an” or “a” instead. In the incorrect example provided, it is not clear whether the Authority must consult with all representative organisations or just 1 representative organisation.</p> <p>When imposing obligations, refer to "a participant" rather than "any participant".</p>	<p><input type="checkbox"/> The <b>Authority</b> must consult with any organisation that appears to the <b>Minister</b> to represent a substantial number of <b>participants</b>.</p> <p><input checked="" type="checkbox"/> The <b>Authority</b> must consult with all organisations that appear to the <b>Minister</b> to represent a substantial number of <b>participants</b>.</p>
<p>“Before”, “between”, “after”, or “from”</p>	<p>Take great care with these ‘timing’ terms, because of the application of the interpretative rules set out in section 35 of the Interpretation Act 1999. These rules provide—</p> <ul style="list-style-type: none"> <li>(a) a period of time described as beginning at, on, or with a specified day, act, or event includes that day or the day of the act or event; and</li> <li>(b) a period of time described as beginning from or after a specified day, act, or event does not include that day or the day of the act or event; and</li> <li>(c) a period of time described as ending by, on, at, or with, or as continuing to or until, a specified day, act, or event includes that day or the day of the act or event; and</li> <li>(d) a period of time described as ending before a specified day, act, or event does not include that day or the day of the act or event; and</li> <li>(e) a reference to a number of days between 2 events does not include the days on which the events happened.</li> </ul> <p>It is often best to be more specific in describing the period concerned.</p>	<p><input checked="" type="checkbox"/> The <b>consumption period</b> commences on the date specified by the <b>system operator</b>, and ceases at the close of the last day of the year.</p>

Words(s)	Explanation of ambiguity or meaning	Example
<p>“Recognise and provide for”, “take into account” or “have regard to”</p>	<p>Legislation often lists factors that a decision-maker must “recognise and provide for”, “take into account”, or “have regard to”, when making a decision. These phrases are not synonymous, but have slightly different meanings.</p> <p>Provisions that require decision-makers to “recognise and provide for” a matter are the most strongly worded of the three phrases. They require the decision-maker to think about and recognise a certain matter, and to be able to show that the matter is actually provided for.</p> <p>If the decision-maker is required to "take into account" the appropriate matters, those matters must necessarily have affected the decision-maker's decision.</p> <p>“Have regard to” indicates that such matters must be given material consideration but not necessarily followed.</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> When preparing a <b>draft policy statement</b>, the <b>system operator</b>, must recognise and provide for the policies and means by which it will address any conflict of interest that arises in the performance of its obligations under the Code.</li> <li><input checked="" type="checkbox"/> The determination must take into account factors such as the relative size, duty, age and technological status of the relevant <b>network</b> and the applicable <b>law</b>.</li> <li><input checked="" type="checkbox"/> The <b>Authority</b> must have regard to the following:</li> </ul>
<p>“Must” or “may”</p>	<p>“May” is discretionary, ie, the power, permission, or benefit is given to someone who “may”, but need not, exercise that power, permission, or benefit. Use “must” where a duty is imposed that must be performed.</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> A <b>generator</b> may decide to cease generation at any time, without giving <b>notice</b> to the <b>system operator</b>.</li> </ul>
<p>“Must” or “shall”</p>	<p>“Shall” is traditionally used for the imperative. However, the word is ambiguous, as it can also be used to make a statement about the future.</p> <p>Either use the present tense (first correct example), or use “must”, when imposing an obligation (second correct example).</p> <p>"Should" must never be used in this context as it does not definitively impose an obligation.</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> A <b>distributor</b> shall be entitled to enter a consumer’s property without <b>notice</b>.</li> <li><input checked="" type="checkbox"/> A <b>distributor</b> is entitled to enter a consumer’s property without <b>notice</b>.</li> <li><input checked="" type="checkbox"/> A <b>distributor</b> shall enter a consumer’s property when the property is on fire.</li> <li><input checked="" type="checkbox"/> A <b>distributor</b> must enter a consumer’s property when the property is on fire.</li> </ul>

Words(s)	Explanation of ambiguity or meaning	Example
"Will"	"Will" must never be used to describe an obligation that a participant is required to meet. The word "must" must be used.	<input checked="" type="checkbox"/> A <b>distributor</b> will enter a consumer's property when the property is on fire. <input checked="" type="checkbox"/> A <b>distributor</b> must enter a consumer's property when the property is on fire.
"Notwithstanding" and "subject to"	If one clause is or may be inconsistent with another, "notwithstanding" and "subject to" have often been used to clarify which clause prevails. However, avoid these expressions wherever possible because they are unnecessarily elaborate and may be ambiguous. If one clause is to override another clause, this can be achieved through the ways in the examples provided.	<input checked="" type="checkbox"/> This clause applies despite anything in paragraph 1.6(4)(a). <input checked="" type="checkbox"/> Despite the provisions of paragraph 1.6(4)(a)... <input checked="" type="checkbox"/> Except as provided in subclause 1.5(2)... <input checked="" type="checkbox"/> Payment must be made within 21 days, except in the circumstances described in subclause 1.5(2).
"Practicable" or "practical"	"Practicable" relates to something which is possible in practice. "Practical" states what actually happens.	<input checked="" type="checkbox"/> A <b>designated transmission customer</b> must notify <b>Transpower</b> as soon it is practicable to do so. <input checked="" type="checkbox"/> The practical effect of the <b>distributor's notice</b> is that...

Words(s)	Explanation of ambiguity or meaning	Example
<p>"Which" or "that"</p>	<p>The word "which" must not be used if the clause makes sense with the word "that".</p> <p>In some cases, it is better to end a sentence where a comma and the word which could be used, and start a new clause.</p>	<p><input checked="" type="checkbox"/> <b>Asset</b> means equipment or plant which is connected to, or forms part of, the <b>grid</b>...</p> <p><input checked="" type="checkbox"/> <b>Asset</b> means equipment or plant that is connected to, or forms part of, the <b>grid</b>...</p> <p><input checked="" type="checkbox"/> <b>Guidelines</b></p> <p>1.1 The <b>Authority</b> may issue guidelines to <b>participants</b> to determine the information that must be submitted, which may include...</p> <p><input checked="" type="checkbox"/> <b>Guidelines</b></p> <p>1.1 The <b>Authority</b> may issue guidelines to <b>participants</b> to determine the information that must be submitted.</p> <p>1.2 The guidelines may include...</p>
<p>"Where" or "if"</p>	<p>The word "where" is misused in legal documents, in that often it is used where the word "if" should be used.</p> <p>"Where" refers to a place.</p> <p>"If" introduces a conditional clause.</p>	<p><input checked="" type="checkbox"/> A <b>grid owner</b> must install a meter where a line from a <b>direct consumer</b> joins the <b>grid</b>.</p> <p><input checked="" type="checkbox"/> A generator must revise its <b>offer</b> if the <b>market administrator</b> has issued a <b>notice</b> under subclause 1.5(6).</p>

Words(s)	Explanation of ambiguity or meaning	Example
<p>“Whether”</p>	<p>“Whether” expresses a choice between two alternatives. Either specify the alternatives, or replace one of the alternatives with “or not”.</p> <p>If you specify the alternatives, do not repeat “whether” before the second alternative, unless it aids clarity, and do not include “or not”.</p>	<p><input checked="" type="checkbox"/> Whether we succeed or fail...</p> <p><input checked="" type="checkbox"/> Whether or not we succeed...</p> <p><input checked="" type="checkbox"/> Whether we succeed or whether we fail...</p> <p><input checked="" type="checkbox"/> Whether or not we succeed or fail...</p>



## Schedule 2 Punctuation: specific issues

Punctuation	Rule(s)	Explanation/example
Abbreviations	Full stops are generally not used.	<input checked="" type="checkbox"/> a.m. p.m. e.g. i.e. etc.
		<input checked="" type="checkbox"/> am pm eg ie etc
	Use a comma before and after “etc”, “eg”, or “ie” where they appear in text.	<input checked="" type="checkbox"/> The <b>grid owner</b> must provide the <b>metering information</b> , ie, for that <b>trading period</b> , to each relevant <b>participant</b> .
A comma is not used after “etc”, “eg”, or “ie” except in a heading.	<input checked="" type="checkbox"/> <b>1.1 Grid owner to provide metering information, etc</b>  (1) The <b>grid owner</b> must provide...	
Apostrophes ‘	Do not use apostrophes to indicate the omission of letters or numbers because this is too casual. Instead, set the expression out in full.	<input checked="" type="checkbox"/> isn't, can't, '06
		<input checked="" type="checkbox"/> Is not, cannot, 2006
	Use apostrophes to indicate possession. If the noun does not end in an “s”, put the apostrophe between the noun and the “s”.	<input checked="" type="checkbox"/> The <b>retailer</b> must seek the <b>Authoritys'</b> approval if...  <input checked="" type="checkbox"/> The <b>retailer</b> must seek the <b>Authoritys</b> approval if...  <input checked="" type="checkbox"/> The <b>retailer</b> must seek the <b>Authority's</b> approval if...

Punctuation	Rule(s)	Explanation/example
	If the noun is plural or ends in an “s”, put the apostrophe after the “s”.	<input checked="" type="checkbox"/> The <b>Authority</b> must give <b>notice</b> to the <b>meter owners’</b> agents...(if there are 2 or more meter owners) <input checked="" type="checkbox"/> The <b>business’</b> audit must be conducted (singular noun ends in “s”)
Brackets ( )	Round brackets (parentheses) are an aside or explanation that can be omitted without affecting the meaning of what is being said. Square brackets should not be used in the Code because they contain insertions.	
Colon :	Use a colon to introduce a series of paragraphs or subparagraphs after the word “following”.	<input checked="" type="checkbox"/> This clause applies to the following <b>participants</b> :
	Use a colon at the end of a paragraph or subparagraph if “; and” or “; or” are not used.	<input checked="" type="checkbox"/> (a) the <b>retailer</b> for <b>trading periods</b> 1–5: (b) the <b>distributor</b> for <b>trading periods</b> 6–15: (c) the <b>grid owner</b> for <b>trading periods</b> 16–28: (d) the <b>system operator</b> for <b>trading periods</b> 29–48.
Comma	Use commas when listing a series of 3 or more terms with a single conjunction (eg “and” or “or”) after each term except the last term.	<input checked="" type="checkbox"/> The <b>reconciliation manager</b> must send the report to each <b>retailer, distributor, and auditor</b> .

Punctuation	Rule(s)	Explanation/example
<p>’</p>	<p>Commas can be used in pairs (parenthetical commas), unless the parenthetical expression starts or ends a sentence. Parenthetical commas function like parentheses in that they separate off text that is not essential to the main structure and sense of the sentence, but not in such a definite way as parentheses.</p> <p>Parenthetical commas can also be used to express alternatives or to merge two similar sentences into 1 sentence. Parenthetical commas should be used in such a way that the sentence still makes sense and is grammatical if the parenthetical expression is omitted.</p> <p>However, excessive use of parenthetical commas detracts from clarity. Restructure sentences that have several parenthetical commas or are heavily punctuated with commas.</p>	<p><input checked="" type="checkbox"/> The <b>Authority</b> must, and the <b>clearing manager</b> may notify the <b>distributor</b>...</p> <p><input checked="" type="checkbox"/> The <b>Authority</b> must, and the <b>clearing manager</b> may, notify the <b>distributor</b>...</p>
<p>Em dash</p> <p>—</p>	<p>Use long dash (em dash) before paragraphs or subparagraphs if the word “following” is not used. Em dashes indicate that the paragraphs or subparagraphs are essentially one long sentence.</p> <p>To insert an em dash, press “Ctrl”, “Alt” and the “-” key at the top right hand side of the number pad on the keyboard.</p>	<p><input checked="" type="checkbox"/> (2) The <b>grid owner</b> must—</p> <p>(a) provide the information; and</p>

Punctuation	Rule(s)	Explanation/example
<p>En dash</p> <p>–</p>	<p>Use short dash (en dash) to link spans of figures, and dates.</p> <p>To insert an en dash, press “Ctrl” and the “-” key at the top right hand side of the number pad on the keyboard.</p> <p>There are no spaces between words and dashes. Do not use a hyphen in place of an em dash or an en dash.</p>	<p><input checked="" type="checkbox"/> 100-300</p>
<p>Hyphen</p> <p>–</p>	<p>Use hyphens if there may be ambiguity with a word that begins with “re”.</p>	<p><input checked="" type="checkbox"/> resent (ie, feel bitterness at)</p> <p><input checked="" type="checkbox"/> re-sent (ie, sent again)</p> <p><input checked="" type="checkbox"/> resign (ie, voluntarily leave a job)</p> <p><input checked="" type="checkbox"/> re-sign (ie, sign again)</p>

Punctuation	Rule(s)	Explanation/example
	<p>Be guided by common usage when deciding whether to use a hyphen to create a compound word or compound adjective.</p> <p>Whichever form you choose, use that form consistently. Do not alternate between different approaches.</p>	<p>Compound adjectives combine two words forming an adjective before a noun.</p> <p><input checked="" type="checkbox"/> third-party revenue</p> <p>A compound word is a word that comprises 2 or more words, each of which can function as a separate word.</p> <p>Compound words can be expressed as one word; or</p> <p><input checked="" type="checkbox"/> motorcycle</p> <p>two words linked by a hyphen; or</p> <p><input checked="" type="checkbox"/> decision-making</p> <p>or two separate words with a space between and no hyphen.</p> <p><input checked="" type="checkbox"/> winding up</p>
	<p>If the two components of a compound word, or adding a prefix to a word, results in a repeated vowel, either hyphenate or use two separate words</p>	<p>A prefix cannot stand along in its own right, for example, ante-, anti-, bi-, co-, pre-, re-, semi-.</p> <p><input checked="" type="checkbox"/> co-operate; co-ordinate; re-enact</p>

# Index

- bodies corporate
  - bolding, 22
  - singular nouns, 19
- checking
  - peer review, 2, 31
- clause headings, 7, 8, 27
- comma
  - excessive use, 43
- conditions and exceptions, 12
- contents table, 29
- cross-references
  - excessive cross-references, 12
  - narrative style, 12
- definitions
  - accurate, 21
  - alphabetical order, 22
  - bold, 21, 22, 27
  - Do I need to define it?, 20
  - grammatical variations and cognate expressions, 21
  - How should I define it?, 21
  - intuitive, 21
  - month, 12, 20
  - terms that are already defined in the Interpretation Act, 20
  - working day, 20
- drafting, 1, 2, 3, 4, 6, 17, 27, 31
  - precision and simplicity, 6
- formatting
  - font, 27
- formulas
  - symbols, 24, 25
- grammar
  - demonstrative adjectives, 18
- headings
  - clause headings, 7, 27
  - page headings, 27
- hyphen
  - compound adjective, 45
  - compound word, 19, 45
- Interpretation Act 1999, 20, 21, 36
- lists of alternative or cumulative items, 13
- numbering, 28
  - inserting a new rule between consecutively numbered clauses, 28
  - revoking a clause and substituting a new clause, 28
- numbers, 17, 29
  - 1-10, 17
  - date, 18, 36
- order
  - logical order, 5
  - rule of 4, 4, 13
- planning, 3
  - consult with Legal, 3
  - framework, 4
  - outline, 4
  - structure, 2, 4, 13, 23, 43
- provisos, 13
- punctuation
  - abbreviations, C, 24, 25
  - apostrophe, 2, 13, 22, 23
  - capital letters, 26, 27
  - colon, 42
  - comma, 41
  - dash, 43, 44
  - em dash, 43, 44
  - en dash, 44
  - hyphen, 44, 45
  - parentheses, 42, 43
- purpose, 1, 23
- schedules, 26
- sentences
  - active voice rather than the passive, 11
  - double and triple negatives, 11
  - positive statements, 11
- short sentences
  - nominalisations, 15
  - noun strings, 16
  - unnecessary words, 14
- short words, 16
- singular nouns, 19
  - group nouns, 19
- singular or plural
  - refer to participants in the singular, 10
- slabs of unbroken text, 13

tables, 2, 4, 23

terminology for referring to clauses, subclauses,  
paragraphs and subparagraphs, 15

verbs, 10

main clause before conditional clauses, 9

present tense, 10, 37

subject close to the verb, 11

words

acronyms, 17

archaic words, 17

gender-neutral words, 19

hyphenated words, 22

short words, 16

unnecessary words, 14