smarter drafter PRO
by tensis

Document Planning

Help Guide

Published: 12 February 2025

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1. Document Planning

The art of document automation starts with an analysis of the required document to identify the data that's needed, and plan how to create a form to capture the data.

This guide is designed to help you prepare your documents for automation in Smarter Drafter while utilising:

- logic,
- merge fields,
- calculations, and
- reusable clauses that make automation seamless.

Whether your documents are straightforward or complex, this guide will provide the clarity you need for successful results with Smarter Drafter.

The following example of a Legal Cost Agreement will provide a basis to build knowledge of document automation. Required data has been highlighted.

2. Preparing Documents for Automation

2.1 Styles and Branding

Consider the style and brand guidelines that are relevant to your organisation. This may include font, layout colours and headers.

2.2 Versions

Consider if your document is in its final version and whether it contains all necessary clauses, terms and conditions.

2.3 Variables

When marking-up your documents for automating, consider whether the document includes any:

- Fields
- Logic
- Calculations
- Reusable clauses
- Guidance notes

2.4 Document Formatting

To ensure your templates are well-structured and ready for seamless automation in Smarter Drafter, it's important to follow these key guidelines:

- Use a document built with your firm's template style guide and Normal.dot or Normal.dotm.

- Clear heading and subheading structure for sections to ensure automation can identify sections correctly.

- Use standard field formatting: The default merge field placeholder is [*]. You can relabel merge fields (client name, date, etc) using the format [Client Name], [Case Number], [Court Date] to assist in identifying them during automation. This isn't mandatory.

- Consistent legal terminology: Ensure the language and terminology used is standard and consistent to avoid confusion in automated documents.

3. Marking Up Your Precedents for Automation

When submitting a precedent for automation it is essential that you identify the fields, calculations and logic used in each document. Once identified, use the following methods to mark up your document.

3.1 Fields

Fields are used in places in the document that require client or case-specific data to be filled in (like names, dates, case numbers etc).

- Identifying Fields: Highlight all fields that require data entry in yellow.

- Provide a List of Merge Fields: When sending documents, please provide a corresponding list of merge fields and the type/format of data that should fill them (e.g., [Client Name] = John Doe, [Case Number] = 12345).

Example:

- [Client Name] will be replaced with the client's name.
- [Case Number] will be replaced with the specific case number.

3.2 Logic

Logic is used if the document includes conditionality, such as if/then statements based on inputs or context (e.g., "If the client is a company, use this clause; if the client is an individual, use this clause").

- Identifying Logic: Highlight all logic in silver so it can be identified for the automation process.
- Specify the Conditions: In the margin or notes section, include a clear explanation of the conditions under which each clause should be used.

Example:

- If the contract is for a business, use the following clause: [Business Clause].
- If the contract is for an individual, use: [Individual Clause].

3.3 Calculations

Calculations are used if the document contains any calculations (e.g., financial figures, interest rates, dates) or other types of computations, such as adding, subtracting, multiplying, or dividing data.

- Identifying Calculations: Please highlight all calculation related fields in green.
- Include Calculation Details: Provide a brief explanation of the calculation rules. For example, if you are calculating interest, explain how the rate should be applied or if any specific conditions apply to the calculation.

Example:

The [Total Cost] should be calculated by multiplying the hourly rate by the number of hours worked: [Hourly Rate] x [Hours Worked].

3.4 Reusable Clauses

Reusable Clauses are used if the document contains any clauses or sections that are used in multiple documents (e.g., standard confidentiality agreements, payment terms, or termination clauses).

- Identifying Reusable Clauses – Identify all standard clauses that will be reused in multiple documents by highlighting them in turquoise.
- Provide Clause Library: If possible, send us a list or separate document containing all the reusable clauses you use across different document types. This will help streamline the process.

Example:

- [standard confidentiality agreement] may be used in various contracts, so highlight this clause in turquoise to show it will be reused.

3.5 Guidance Notes

Guidance notes are used if the document includes any specific guidance, notes, or instructions for the automation process. For example you may need to communicate a message like: "Please ensure that when entering the party names, you use the full legal names as per the official documents. Do not abbreviate or use nicknames to avoid any potential legal issues." These should be clearly marked.

- Identifying Guidance Notes: Highlight all guidance, comments, or instructions in purple to make them easily identifiable for the automation team.
- Clarify Specific Requirements: If there are unique instructions or conditional scenarios that the team needs to follow when creating a document, include them here.

Example:

- Here's where you can describe the Contemplated Arrangement. In doing so, you can use the defined terms "Disclosing Party" and "Recipient"..
- Substitute executors: The client should also like to nominate some substitute/backup executors. Note: If none of your nominated executors are available, the law in the relevant state/territory will determine who carries out the role of executor.

4. Example Document

Below is an example of a legal cost agreement, which will be used to demonstrate how to mark up a document. To begin with, all the data that can be captured with a form has been highlighted.

LEGAL COST AGREEMENT

[Company Address]

Date: [Insert Date]

Parties:

1. **Law Firm:**
   - Name: Contact
   - Address: [Law Firm Address]
   - Contact Person: [Law Firm Contact Person]
   - Contact Details: [Law Firm Contact Details]
2. **Client:**
   - Name: [Client Name]
   - Address: [Client Address]
   - Contact Details: [Client Contact Details]

Scope of Work: The law firm agrees to provide legal services to the client as outlined in [description of services, e.g., "the attached schedule" or "the retainer letter dated [insert date].

Fee Structure: The legal fees for the services provided will be calculated as follows:

- **Hourly Rate:** [Hourly Rate] per hour
- **Fixed Fee:** [Fixed Fee] for [description of work]
- **Retainer:** An initial retainer of [Retainer Amount] to be paid upon signing this agreement, to be applied against future invoices.
- **Other Costs:** The client agrees to reimburse the law firm for any out-of-pocket expenses incurred, including but not limited to filing fees, courier charges, and travel expenses.

Billing and Payment:

1. The law firm will issue invoices [monthly/bi-monthly/weekly] detailing the work performed and the fees incurred.
2. Invoices are payable within [number] days of receipt.

Termination: Either party may terminate this agreement by giving 7 days written notice to the other party. The client will be responsible for all fees and expenses incurred up to the date of termination.

Confidentiality: The law firm agrees to maintain the confidentiality of all information provided by the client and to use such information solely for the purpose of providing legal services under this agreement.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of [State/Country].

Acceptance: By signing below, both parties agree to the terms and conditions outlined in this agreement.

Signed by the Client:		
Full Name	**Capacity**	**Signature**
	Partner	

Signed on behalf of [Company], Business Number [Business Number]		
Full Name	**Capacity**	**Signature**
	Partner	

4.1 Company Address

The address for your organisation can be added to a form by creating a piece of reusable content. This strategy enables the address to be reused in other documents and updated globally. To do this, a snippet will be created in Module Seven.

4.2 Date

The document requires a date. Looking at the field types available in the Smarter Drafter Pro web application, the Date/Time field is the type of field that will be needed. This will be covered in Module One.

4.3 Party Details

In this section, it will be necessary to differentiate an individual from a company. To do this, a smart form will be created using logic in Module three. This feature will determine whether it's an individual or company, and present an appropriate set of data fields, depending on the answer.

4.4 Retainer Letter

There is reference to a retainer letter date – this can be captured with a Date/Time field, which is covered in Module One.

4.5 Fee Structure

An hourly rate must be entered in the document, as well as a fixed fee for specified work and a retainer. Numbers and calculations are covered in Module Nine.

4.6 Billing and Payment

An option set is needed to determine what schedule will be used for invoice issuing: monthly, bi-monthly or weekly. To do this, an option set with radio buttons that will be covered in Module Three.

4.7 Governing Law

Since the client's address will be entered into the form in the address section, this data can be used to populate the governing law field. A calculation can be used to do this – it will be covered in Module Nine.

4.8 Signatures

To get the appropriate signatures, the e-Signature feature will be used. This will be covered in Module Six. The company name and business number is also needed to go with the signature – the ABN can be captured with a lookup integration.