

Trading Standards Consumer Information

Mobile phone contracts – common problems

With many mobile phones you have two contracts – one with the seller of the phone itself, and one with the airtime or network service provider.

Remember that you always have legal rights when you buy goods (the phone) or a service (the contract with the network provider). If you have problems like a faulty phone or poor service, you can find out more about these basic rights from the Citizens Advice Consumer Service.

This leaflet is to advise you on some specific problems that many people have with mobile phone contracts.

Cold-calling and pressure sales

At Trading Standards we see a lot of problems with new mobile phone or airtime contracts. Many of these happen because of cold-calling – sales phone calls received out of the blue. Some people enter into contracts during or after these phone calls and later find that they do not receive what they expect. Problems include:

- The caller pretends to be your network service provider, or says that they are

calling on behalf of your service provider, when they are not.

- The deal they offer sounds good but you have no proof of what they promised you. When you get the written terms and conditions, you find they do not match up.
- You don't know anything about the business, where they are based or if they are reputable. This can lead to a number of problems in the future – please see overleaf for problems with cash back offers.

We recommend that when you want a new phone or airtime contract, you make contact yourself with a business you know is reputable, either by going to their shop or website or through other established means.

You can stop cold-callers from phoning you, on both your landline and your mobile phone. Register your phone numbers with the Telephone Preference Service by visiting www.tpsonline.org.uk or phone 0845 070 0707. Please note – this is a free service. Beware of bogus calls offering to register you for a fee.

For help and advice on consumer issues

Citizens Advice Consumer Service Telephone: 03454 04 05 06

Opening hours Monday to Friday 9.00am to 5.00pm

Citizens Advice may direct your enquiry to Nottingham Trading Standards Service if appropriate

Online consumer advice is available from
www.adviceguide.org.uk/england/consumer_e.htm

Published by Nottingham City Council Trading Standards
Website: www.nottinghamcity.gov.uk/tradingstandards

Returning unwanted mobile phones

If you place an order through a distance contract – for example off the internet, mail order or by phone – you can usually change your mind and return the goods within 14 days of delivery.

Sometimes the supplier will collect goods. Check the terms and conditions of your contract to see if this is the case. This is the best option as you only need to keep the goods safe until they are collected.

Sometimes your contract says that you have to return the phone at your own expense. The law says that you must take reasonable care to make sure that the supplier receives it and it is not damaged in transit. If you do not have any evidence that you did this, you may still have to pay what you agreed, even if you do not have the phone. When sending goods through the post, ask at the Post Office about:

- How to wrap fragile items
- The best way of sending goods so that you have evidence that the supplier received them
- Insurance in case the package is damaged.

Cash back offers

These offers look very enticing. They encourage people to sign up to long term and high priced line rental agreements with the promise that part of the cost will be refunded. These are the main problems reported to Trading Standards:

- Some businesses make it very difficult to get your money back, by setting complicated rules. If you do not follow these exactly, you do not get your cash back.
- A number of retailers have gone out of business. If this happens you will lose your cash back, and you will still have to pay the full cost of the line rental to the network service provider.
- Some of the big network providers refuse to accept any responsibility for offers and deals made by the

independent retailers, and will not help out if the retailer goes out of business.

You should be aware that if you decide on this type of deal you may end up tied into a long term contract which is more expensive than you expected.

For more help and advice

You can get more help and advice from the Citizens Advice Consumer Service. Please see overleaf for contact details. If the problem is with your network service provider, you may be advised to contact the relevant ADR – see below.

All network service providers must belong to an Alternative Dispute Resolution (ADR) Scheme. The ADR is independent and, when the service provider is in the wrong, can order it to fix a problem or pay compensation. You can only use an ADR scheme when you have already been through the company's complaints process and you are not satisfied, or you have tried to make a formal complaint without success. Your service provider will tell you which ADR scheme they belong to, or it may say on the back of your phone bill.

The two main schemes are run by Ombudsman Services and CISAS:

www.ombudsman-services.org

0330 440 1614 or 01925 430049

www.cisas.org.uk

020 7520 3827

For more information on using ADR schemes or if you are unhappy with the outcome of your complaint to one, OFCOM may be able to help:

www.ofcom.org.uk

0300 123 3333 or 020 7981 3040

This leaflet is a brief guide to some problems with mobile phone contracts. It is not an authoritative document on the law and is only intended for guidance.