

1. WRITE a short paragraph summarising the main message and key concepts of the article below.

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## WHEN CHEAP TALK TURNS EXPENSIVE

Anne Lampe

Mobile phones have made life easier for many people, but with offers of cheap calls and \$1 phone packages proliferating, consumers shouldn't rush into signing a contract without first carefully reading its conditions.

Customers often are lulled by a smooth sales spiel into signing a contract—they tick a few boxes and sign the front page. Often the most important part of that contract—the clauses in fine print on the back—fail to get read until much later.

Sometimes they are not read until a dispute about the contract, the payments or the amount of the bill has been allowed to fester and the user receives a summons to appear in court.

Mobile phones are often sold after an oral rather than written explanation of how the contracts

work. And so when it is referred to the Telecommunication Industry Ombudsman or to a court, there is nothing in writing that backs up the aggrieved phone user's version of what he/she was told at the point of sale.

Lawyers working with Legal Aid and with Redfern and Fitzroy legal centres say they have been inundated with complaints from people who say they were told they could cancel the contract at any time, or that the monthly bill would be \$X—but ended up being much more.

Ultimately, the only things that count are the written clauses in the contract plus the signature on the bottom of that contract.

The signature says that the user has read and understood the contract. What customers have been told orally is almost impossible to prove, unless

there is a witness—and even then it is difficult.

A Legal Aid lawyer suggests that what consumers need is more time to consider what they are buying, to think about whether they can afford it and to shop around for the best deal.

Complainants with disputed bills should first try to contact the company to resolve the problem. You should keep a record of calls made, what time and date and who you spoke to. Then follow up the complaint with a letter. Don't forget to keep a copy as evidence of your attempt to resolve the dispute.

If that fails to resolve the matter, contact the Ombudsman on 1800 062 058 and be prepared to provide an outline of the complaint, some documentation setting out the amount in dispute and a copy of the contract. ◀



2. According to this article, why is the written language more important than the spoken language involved in buying and selling?

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3. What does a Legal Aid lawyer suggest consumers need to have more time to do?

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4. OUTLINE the steps you need to take if you have a complaint about a mobile phone bill.

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