

1. READ these terms and conditions from a mobile phone contract.

**SUMMARY – STANDARD AGREEMENT
FOR BEEP BEEP DIGITAL MOBILE
TELECOMMUNICATIONS SERVICES**

- 1 This is a summary of the terms and conditions for your mobile digital telecommunications service. The full terms and conditions are available on request. The Standard Agreement is binding on you.
- 2 Your initial term begins when you are first connected to the Beep Beep Network. If you want to discontinue your connection at the end of the initial term, or at any time after your initial term, you must give us written notice. Your connection will be discontinued 30 days from the date of the next bill we send you after receiving your notice.
- 3 If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
 - the access charges for the remaining months of the initial term
 - an early termination fee of \$200 and
 - any outstanding fees and charges payable by you for the mobile service
- 4 We will invoice you for the services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request. We may vary these fees and charges from time to time.
- 5 We will invoice you monthly and you must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts. You will be responsible to pay for all calls made using the mobile phone service even if you did not make them.
- 6 You acknowledge that, although we will take all reasonable steps to make sure you receive reasonable service within our coverage areas, the mobile service is not free from faults or interruptions such as network congestion, maintenance, geographical factors, obstructions, or interference may mean that you do not receive the mobile service in certain areas at certain times.
- 7 We retain ownership of the card. You must return this to us on disconnection of the mobile service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to this time) until the SIM card is replaced or repaired. We may charge you a SIM card replacement fee unless we were at fault.
- 8 You agree that we may disclose or receive personal information or documents about you to
 - Credit providers or credit reporting agencies for purposes permitted under the Privacy Act
 - Law enforcement agencies to assist in the prevention of criminal activities
 - Our service providers, dealers and agents, or any company within the Beep Beep group, for reasonable commercial purposes connected with your use of the mobile phone service such as marketing related and analysis related purposes.
- 9 We are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, our liability for such breaches is limited, at our choice, to:
 - If the breach related to goods, the replacement or repair of the goods
 - If the breach related to services, the resupply of those services, or paying for the cost of having those services resupplied.
- 10 You cannot assign your Beep Beep agreement without our consent. We can assign the agreement to our nominee without your consent.
- 11 There are certain events which may require us to suspend, restrict or disconnect your connection, such as a breach by you. You should be aware of these events.
- 12 We may vary the terms of the Standard Agreement from time to time. We will publish the terms of the variation in a newspaper circulating in the capital city of your resident State if the variation is detrimental to any of our customers.



2. a) This is a summary of the terms and conditions. How can you get a copy of the full terms and conditions?

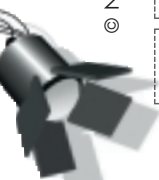
b) What if you don't read them?

3. If after your initial term (usually 18 months or two years) you decide to cancel your package, how much will it cost you? What if you decide to cancel after six months of an 18 month contract?

4. Each student should write about one of the 12 clauses. What does the clause mean? Do you agree the clause is justified? What are the implications of each clause? Write your notes here and report back to the class.

5. DISCUSS: How is this mobile phone contract different from a mobile phone advertisement? What similarities and differences are there? Complete the table.

	Terms and Conditions	Advertisements
Topic		
Audience		
Purpose		
Mode		



6. LIST some of the vocabulary used in the terms and conditions. SELECT seven words or expressions that reflect the purpose of the text. For each one provide a word or expression with a similar meaning but that would be more appropriate in an advertisement, leaflet or other promotional material. One example has been done for you.

Contract

Promotional material

reasonable service (6)	great service you can trust

7. What is a contract? What does it mean to enter into a contract? You can VISIT the NSW Law Society website (www.lawsociety.com.au) and go to fast answers for information. WRITE your summary here.

