

The actual terms and conditions of a contract are not subject to approval by ComReg and as such are a matter of choice for you to decide whether to accept them or not. If you do not accept the terms on offer, do not enter into the contract. If the contract on offer does not cover the items listed above, you should first raise it with your service provider. If you are not satisfied with the service provider's response, you can then refer the matter to ComReg.

### Changes to a contract

Your service provider may wish to change the terms and conditions of its service, including changes to the prices it charges. By law it may do so but it must notify you of the change at the same time at least one month in advance. The service provider must advise you that you have the right to end the contract without penalty if you do not accept the change to the contract.

### Paying attention to the 'small print' before you enter a contract

If you don't take the time needed to examine the small print in a contract, you might be caught off guard if the service fails or a dispute arises with the service provider. Essentially, you should consider the following before you decide to enter a contract:

- the minimum term of the contract, for example six months;
- any add-on charges that apply;
- the upper limits of calls or data downloads that are allowed during the billing period, for example a 10gb monthly data download limit;
- how and when you must give notice that you want to cancel the contract, for example some service providers need thirty days notice;

- whether you must make any final payments for using the service provider's equipment such as a handset or a router;
- how the charges are billed and if any are billed in advance, for example line rental charges are billed in advance;
- whether the provider limits how payments are made, for example by asking for direct debit only;
- how to renew the contract;
- what after-sales service is available; and
- how the service provider will handle disputes and complaints if they occur.

### Information from ComReg

Our website [www.callcosts.ie](http://www.callcosts.ie) has clear pricing information for phone and broadband. This website also provides links to operators' terms and conditions for each price plan and their code of practice for handling complaints.

#### Other consumer organisations

Advertising Standards Authority for Ireland  
Phone: (01) 660 8766

Broadcasting Commission of Ireland  
Phone: (01) 676 0966

European Consumer Centre  
Phone: (01) 809 0600

Office of the Data Protection Commissioner  
Phone: (057) 868 4800

National Consumer Agency  
Phone: 1890 432 432

RegTel – Premium Rate Services Regulator  
Phone: 1850 741 741

Small Claims Court  
Phone: (01) 888 6000

#### How can I contact ComReg?

By phone (LoCall): **1890 229 668**  
(9.00am to 5.30pm) Monday to Friday

By fax: **(01) 804 9671**

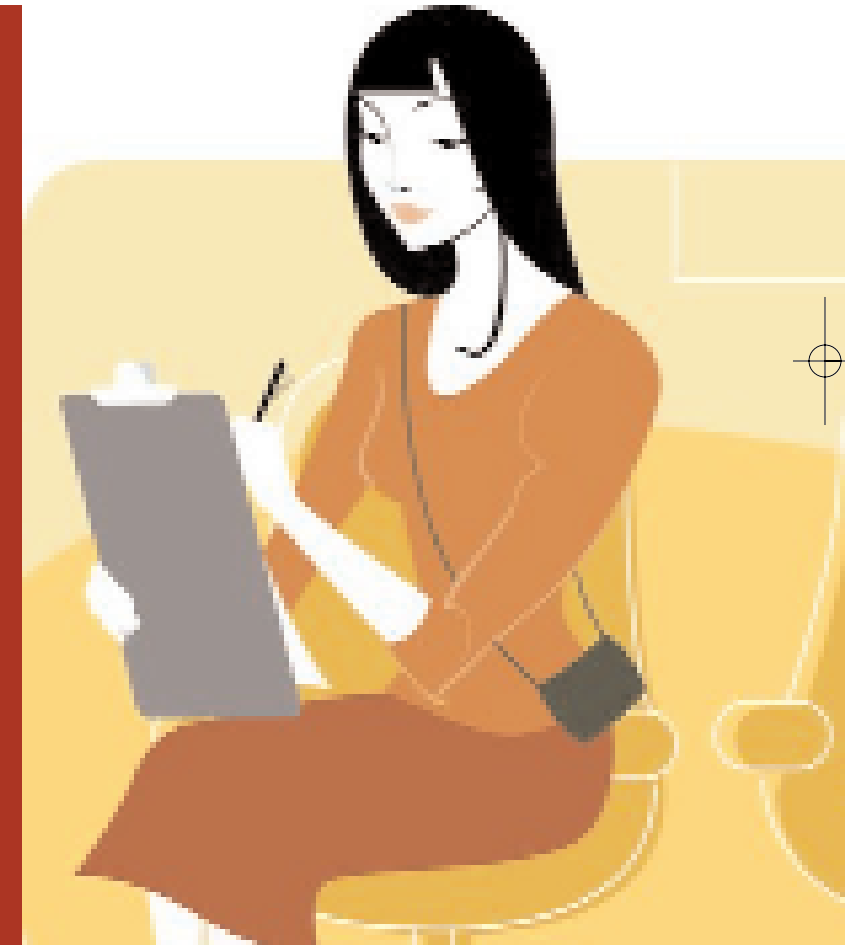
By email: [consumerline@comreg.ie](mailto:consumerline@comreg.ie)

Our websites are:

[www.comreg.ie](http://www.comreg.ie) / [www.askcomreg.ie](http://www.askcomreg.ie) / [www.callcosts.ie](http://www.callcosts.ie)

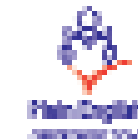
By post: **ComReg Consumer Team, Irish Life Centre  
Block DEF, Lower Abbey Street, Dublin 1**

# Phone and broadband contracts



Legal Disclaimer: We prepared this document from a variety of sources. While we took reasonable care to prepare it, we do not accept any responsibility for any loss or damage anyone may suffer by using any of this information.

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# A guide to Phone and Broadband contracts

**Most consumers are unsure about the full details of their contracts with phone and broadband service providers. This can sometimes cause problems later. This guide is designed to give advice on entering into phone and broadband contracts and outlines some of the most important things you should consider before entering into a contract with a service provider.**

In this guide, we:

- list the different ways in which you can sign up for a service with a provider;
- explain the main information that you must get from a service provider about a contract; and
- list the points to consider before you enter into a contract.

## Signing up to a service

Once you decide to take up a particular phone and, or, broadband service, you can enter into a contract with a service provider in one of three ways:

- by agreeing over the phone, through third-party verification;
- by signing a 'customer authorisation form' (CAF); or
- by filling in an online customer authorisation form (eCAF).

## Third-party verification

Many telecommunications companies are now using this method, known as TPV. It involves agreeing to enter a contract over the phone without signing any forms or other documents. The service provider must have a third party – an independent person from outside the company – verify that you are happy to go ahead with the contract. Once they have verified this, your contract is binding.

The normal steps are that a sales agent will discuss the service with you and explain the contract. This is your chance to ask as many questions as necessary to help you understand the service. If you agree to enter a contract, the sales agent will transfer you to the third party to verify your agreement.

The sales agent is not allowed to coach you through or take part in the verification process; only the third party may ask you questions to verify that you understand the details of the contract and that it is binding. Take your time to listen carefully to the questions from the third party and only answer 'yes' when you are certain of what they are asking you. The third party will not discuss the service with you, so you must get the information you need before you are transferred to them. Remember that any contract you enter in this way is legally binding.

## Customer authorisation form

This form is the traditional way of entering into an agreement. Once you sign it, you are making a binding contract with the service provider. As a result, you must be satisfied that you fully understand it and the service before you sign any forms. If you do sign, the provider should give you information on what to do if you change your mind about the contract.

## Electronic customer authorisation form

This is the online version of the traditional authorisation form. You will usually fill it in on the service provider's website. Once you do, you create a binding agreement, so we recommend that you record the details you enter and what you have signed up to.

## Changing your mind

The period for changing your mind after initially agreeing to a contract is called a cooling-off period and comes under the Distance Selling Regulations. This legislation is administered by the National Consumer Agency.

You have at least 7 days to change your mind.

The cooling-off period begins from when you enter into a service contract or when you receive the goods. The contract is not binding unless you receive written confirmation or confirmation in another durable form.

Although you are allowed to cancel the contract without any penalties during this cooling-off period, you will still have to pay for any phone and, or, broadband use with the service provider during this time.

## Your rights when dealing with broadband or phone service providers

### Right to see the full price list in advance

ComReg has issued a code of practice on pricing to all telecom service providers. This is in addition to the law on product pricing that all companies must follow. The three main principles in this code of practice are that the prices are accurate, understandable and easy to access. Under this code, service providers should:

- make sure printed price lists and websites are updated as soon as the prices come into effect;
- educate staff and agents about their role in providing accurate information;
- prove claims that their prices differ from the competition;
- outline minimum call charges and, or, call set up fees;
- advise how they handle and carry forward call credit;
- make sure prices include VAT; and
- outline where consumers can access the full list of terms and conditions for the product or service.

## What should be in a contract?

As a consumer, you are entitled by law to have a contract. This contract must contain at least:

- the name and address of the service provider;
- the services provided, service quality levels and waiting periods for first-time connections;
- the types of maintenance offered;
- details of prices and tariffs and how to get up-to-date information on relevant tariffs and maintenance charges;
- the length of the contract and the conditions for renewing or ending it;
- information on any compensation and refund arrangements that apply if service quality levels are not met; and
- details of how to complain and take action to settle disputes.