

Mobile Phone Contracts...

What You Should Know

The *Wireless Code* (the Code) was created by the Canadian Radio-television and Telecommunications Commission (CRTC) to ensure that you (the account holder or authorized user) know what your rights and responsibilities are in your mobile phone contract (contract). Your mobile phone provider (service provider) must make sure that everything in your contract is clear and understandable.

What is a mobile phone contract?

A contract is a legally binding agreement between you and a service provider.

- It must be written in plain language so that it is easy for you to read and understand
- All pricing must be clear and state whether or not taxes are included
- Terms or cancellation fees are clearly defined



A mobile phone contract cannot be longer than 24 months.

Your mobile phone provider must give you a copy of the contract and related documents that include key terms and conditions such as:

- A list of the services included in the contract (such as voice, text and data) with any limits on those services that could cause overage charges or additional fees (any services purchased on an *unlimited basis* cannot have any overage charges applied)
- The minimum monthly charge for service
- The commitment period, including end date

If your service provider wants to make any changes to your contract or related documents they must have your consent. The only exception is if the change is a clear benefit to you, such as reducing the rate you are paying for a single service.

What happens if your service provider requests a security deposit?

If your service provider requests a security deposit, they must:

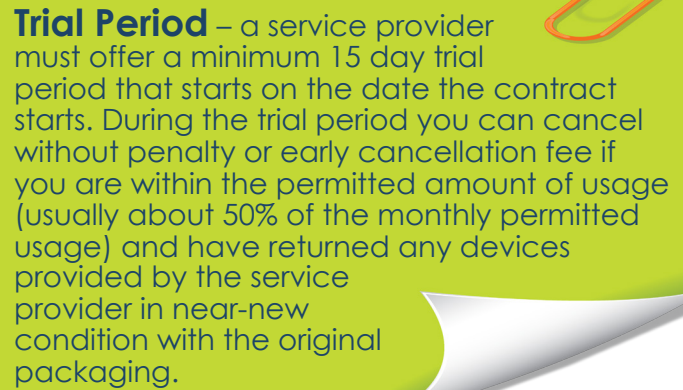
- Tell you the reasons why it is needed, and keep a record of the reasons for as long as the deposit is held
- Record, in the contract, the conditions that need to be met to return the deposit
- Do an annual review to decide whether the deposit should continue to be held or returned
- Return the deposit with interest, only keeping what is owed, no more than 30 days after:
 - the contract is terminated, by either party
 - the conditions for the return of the deposit have been met

Your service provider may use the deposit on any amount that is past due and can request the deposit be replenished before continuing your services.

What are overages and how much can your service provider charge?

If your contract includes data services there will be a limit on how much data you can use during each billing period. Anytime you use more than this limit you will be charged an overage fee.

Your service provider must suspend data service when data overage charges have reached \$50 in a billing period, unless you consent to pay additional charges.



Trial Period – a service provider must offer a minimum 15 day trial period that starts on the date the contract starts. During the trial period you can cancel without penalty or early cancellation fee if you are within the permitted amount of usage (usually about 50% of the monthly permitted usage) and have returned any devices provided by the service provider in near-new condition with the original packaging.



Your service provider must supply a way for you to monitor how much data you are using and if you are accumulating any roaming charges.

Roaming charges apply to voice calls, text/picture messages and data that you receive or send from outside of your coverage area. Your service provider is required to notify you when you are roaming (this could be national or international depending on your plan).

Your service provider must suspend national and international roaming services when roaming overage charges have reached \$100 in a billing period, unless you consent to pay additional charges.

What should you know about devices provided with your contract?

Warranties

The service provider must inform you of any manufacturer's warranties on a device before offering any extended warranties or insurance.

Unlocking

Any device you receive from your service provider as part of your contract must be unlocked. If you discover your device is locked to your service providers' network, they must unlock it or provide you with a way to unlock it on request and at no charge.



Repairs

You can request that your service provider suspend wireless service charges during repairs if:

- you received your device from your service provider as part of your contract
- the device is still under the manufacturer's or service providers warranty
- the service provider does not supply a free replacement device during repair
- there is a fee for early cancellation

Lost or Stolen Devices

If you lose your device or it is stolen, notify your service provider immediately, they must suspend your service at no charge. The terms of the contract will still apply, meaning you will still be responsible for the minimum monthly charge. If you find your device or it is returned to you, your service provider must restore your service at no charge.

What can you do if you have a problem with your mobile phone contract and/or service provider?

If you feel your service provider is not following the terms of your mobile phone contract or that the contract does not meet the Code, and you are unable to work it out with your service provider, you should contact:

The Commissioner for Complaints for Telecommunications Services Inc. (CCTS)

www.ccts-cprst.ca

response@ccts-cprst.ca

Toll-free 1.888.221.1687

TTY 1.877.782.2384

Fax 1.877.782.2924

Where can you find more information?

Service Alberta - Consumer Contact Centre

www.servicealberta.ca

service.alberta@gov.ab.ca

Edmonton and Area
780.427.4088

Other areas within Alberta (toll free)
1.877.427.4088

Centre for Public Legal Education Alberta

www.cplea.ca

You should not rely on this publication for legal advice.