

❖ PLEASE NOTE!

This short information leaflet contains only the most important points on this theme. Further information can be found on our homepage at www.vz-bw.de/beratung. In certain cases, we may recommend that a one-to-one consultation session is necessary.



LANGUAGE BARRIERS

It is particularly important for asylum seekers and 'tolerated' persons to know that: for legal reasons, we can only offer our legal advice service in the German language, so that we can be sure to rule out any possible misunderstandings. It is therefore essential that those individuals who seek our advice have sufficiently good knowledge of the German language. Otherwise they should bring an interpreter with them, who must be at least 18 years of age.

❖ OUR SERVICE

When they arrive in Germany, refugees - being also consumers - are confronted with many questions and problems. When misunderstandings arise between refugees and business organisations, a refugee support worker is often the first person who can help. The Consumer Advice Center provides information and offers support to refugee support workers and to refugees, with various services:

- Training and information for both paid and voluntary refugee companions
- Multi-lingual on-line information for refugees, including Arabic, English and Farsi
- In our advice centers, we have general information for refugee support workers on consumer issues
- Information stands

Further information on important consumer issues which particularly affect refugees and refugee support workers can be found on: www.vz-bw.de/fluechtlingshilfe

❖ REFUGEE AID PROJECT

The team members of the Refugee Aid Project can be contacted directly on fluechtlingshilfe@vz-bw.de

Please write to us if you have any general questions regarding consumer protection regarding refugees, or if you have come across any consumer problems experienced by refugees, or if you would like to let us know about any other dubious scam or problem.

❖ TEL. NO. FOR APPOINTMENTS AND INFORMATION

In the case of any specific actual consumer problem, we are happy to offer one-to-one advice and information sessions.

To make an appointment, call **(0711) 66 9110**

Monday to Thursday 10.00 am - 6.00 pm

Friday 10.00 am - 2.00 pm

Overview of our Advice Centers:

www.vz-bw.de/beratung-vor-ort

verbraucherzentrale

Baden-Württemberg

PUBLICATION DETAILS

Consumer Advice Center Baden-Württemberg e.V.

Paulinenstraße 47 | 70178 Stuttgart

Tel. (0711) 66 9110 | Fax (0711) 66 9150

info@vz-bw.de | www.vz-bw.de

Cover photo: © Nonwarit / Shutterstock

Funded by the Ministry for Rural Affairs and Consumer Protection in Baden-Wuerttemberg

Date of publication: December 2016



verbraucherzentrale

Baden-Württemberg

CONTRACTS EXPLAINED IN SIMPLE LANGUAGE

Mobile phone contracts and contracts made outside of business premises

CONTRACTS EXPLAINED IN SIMPLE LANGUAGE

MOBILE PHONE CONTRACTS AND CONTRACTS MADE OUTSIDE OF BUSINESS PREMISES

When a representative from a company rings your doorbell and asks you to enter into a contract with him/her, you should be very careful. The same applies for sales discussions which take place in pedestrian zones or at stations. Trained sales representatives exploit the fact that consumers are unprepared in this situation, and do not have the chance to make a comparison with any other products. If you sign the contract just to get rid of the sales representative, you may find that you have signed up for an expensive subscription, or some other necessary deal. To help to prevent you from getting into difficult situations like these, the Consumer Advice Center has put together a few tips for you.

... ❖ IMPORTANT GENERAL RULES:

- Never let a sales representative into your home.
- If you find that you do not understand the wording of a contract, do not sign the contract, but instead ask about the parts you are not clear about.
- If you are not sure whether you really need the contract, do not sign straight away.
- Even if special offers or terms are promised - don't allow yourself to be pushed into signing by special bargain offers which are supposedly soon going to expire.

If you sign the contract -

- Do not make any payment in advance. Insist upon receiving an invoice/bill.
- Request a copy of the contract there and then, and be sure that the company address and the details of the contractual partner can be clearly identified on the contract.
- Do not supply your bank account details at the house door or on the phone.
- Do not pay any invoices if you did not expect them or do not know what they are for.

... ❖ RIGHT TO CANCEL

Contracts which are concluded on the internet, on the phone or away from business premises are considered as valid contracts, but they can be revoked or canceled, with a few exceptions. If you revoke the contract, then you are no longer bound by the terms of the contract. If you want to revoke the contract, you must in principle do this within 14 days after signing the contract. When you buy a product, this cancellation period does not begin until the goods have been delivered. If the sales representative has not given you information about the right to cancel, then the right to cancel is extended to a period of 12 months and 14 days.

If you want to cancel a contract, then you must make it quite clear to the contractual partner that you want to revoke the contract. The best way is to send in the Cancellation Notice by registered mail, and to keep the confirmation of posting or receipt in a safe place. It is not enough to simply send back the goods, or not to pay invoices.

... ❖ MOBILE PHONE (CELL PHONE) CONTRACTS

Clever sales staff or difficulties in understanding the German language could lead to you signing a contract for a mobile phone which does not really suit your needs. Inappropriate deals/rates often lead to high charges:

Example: You want to arrange a mobile phone contract which includes a flat rate for calls to Gambia. You rely on what you are told in this respect by the sales representative of the mobile phone provider. But then, one month later, you receive a mobile phone bill for over EUR 400. When you inquire about this, the mobile phone provider tells you that your agreed flat rate does not include calls to Gambia, and these are in fact charged at EUR 1.89 per minute. This is stated in the contract documents, which you have signed. You have to pay the EUR 400.

BE CAREFUL NOT TO SIGN A CONTRACT TOO QUICKLY

Before signing a contract, think carefully about what you are committing to, and for how long. When a contract is concluded in a shop, there is in principle no right of cancellation, so you are bound by the terms of the contract for the agreed term of the contract. In general, the following applies: If there is something which you do not understand, then you should not sign the contract straight away; if in doubt, ask questions or take the contract home to read it through in

your own time. If you are finding it difficult to understand the wording of a contract, you can get help from a refugee support worker or a translator.

THE ZERO EUROS CASES: Again and again, providers claim to be offering mobile phone contracts with an apparently free smartphone, which customers will receive as an extra when they sign a new contract. These special deals should always be examined very carefully. Because the mobile phone is never really free, but is paid for through additional costs in the monthly payments of the contract. You can probably buy the same mobile phone cheaper in an electrical shop or on the Internet.

THE THIRD-PARTY PROVIDER TRAP If you are on the Internet using your smartphone, you may find that you accidentally click on an advertising banner and it could then be that – without meaning to – you have agreed to a subscription of some kind. A third-party provider disabling function can protect you from this happening, and all mobile phone providers are obliged to set this up for you if you request it. We would advise you to request that this disabling function is installed when the contract is being drawn up.

CHECK LIST FOR MOBILE PHONE (CELL PHONE) CONTRACTS

- ✓ **Term:** How long does the contract run for? Can you give notice to end the contract at the end of any given month, or are you bound to stay with this provider for two years? Many companies also offer contracts which have short notice periods for cancellation. These are often more expensive than contracts which have a longer term.
- ✓ **Costs:** Will you also have to pay any one-off fees, such as a connection fee? What are the costs per month? It could be the case that there are further costs, on top of the basic price. Carefully check the small print for extra options, costs for the smartphone or additional subscriptions.
- ✓ **Your needs:** Is the contract suitable for your needs? If you will mainly be making calls abroad, then a flat rate for the German network is not really that useful to you. With a flat rate for abroad, you should check carefully which countries are included. Does the contract include a flat rate for Internet data usage? This is especially important in situations where there is no Wifi available.