

Wollen Michelmore

SOLICITORS

To Read or not to Read, it can be costly not to

As a Litigator I deal with disputes on a daily basis. The issue of signing contracts without reading them is a frequent one. We enter into contracts every day whether we are aware of it or not. Whether you go into a local shop to buy food or you are instructing an Estate Agent you are entering contracts with both of those service providers.

You enter into a contract when you park in a Supermarket car park, you agree to park within the lines as indicated, and not to exceed the free parking time whether that is 2 or 3 hours. Many car parks are monitored by CCTV and you may find yourself shocked to receive a breach of contract notice for overstaying your parking by even a few minutes. These notices are enforceable through the County Court and you can end up with a serious amount of debt if you do not pay it promptly. There must, however be clear signage around the car park informing you of the terms and conditions that you will accept if you park there.

Other contracts you frequently enter into could be for a mobile phone contract, or with an Estate Agent to sell your property. You should take time to read the contract and even ask to take a copy of the contract away and read it. No doubt the contract provider will be reluctant to allow you to do so stating there is nothing wrong with the contract, but of course they would state that as it is their contract.

Frequently people will seek my advice when they have signed a contract without reading it or understanding it and they have broken the terms of it and do not wish to pay whatever penalty clause has arisen. People will often say, "well the salesman told me xx" when the contract states that you cannot rely upon verbal promises made by staff. You may wish to cancel a mobile phone contract and find there are quite hefty penalty charges for cancelling the contract early but that these were clearly explained in the contract which you signed but had failed to read. If a service provider who is trying to persuade you to sign their contract is not prepared to let you take away a copy of the contract and at least read it overnight then you may wish to consider whether you instruct that person to act on your behalf or not. It is all too easy in the hustle and bustle of daily life to be swept along by the service provider's enthusiasm and charm but you may find you have signed up for something which you later regret.

If you have any doubts about a contract you have entered into or would like one drafted on your behalf then please contact our Litigation Team. You can contact Mark Stokes directly on 01626 332266 or visit www.wollenmichelmore.co.uk.