

**Additional comments:**

**Question 1: Do you agree with the consumer harm identified from Communications Providers? ability to raise prices in fixed term contracts without the automatic right to terminate without penalty on the part of consumers?:**

Absolutely!

**Question 2: Should consumers share the risk of Communications Providers? costs increasing or should Communications Providers bear that risk because they are better placed to assess the risks and take steps to mitigate them?:**

Price rises are part of business. However a service provider should not raise its prices during the contract! It would be like going to the hairdressers and having half your haircut and the price being increased before the service was completed. It also takes away the consumers

right to research which mobile phone tariff is the best at the time of sign up. If I choose orange because it was cheaper than 02 and 02's prices stay the same for the period this becomes an unfair choice!

**Question 3: Do you agree with the consumer harm identified from Communications Providers? inconsistent application of the 'material detriment' test in GC9.6 and the uncertainties associated with the UTCCRs?:**

Absolutely! How can you budget in anyway. What if this happened mid way other contracts, such as car or home insurance.

**Question 4: Should Communications Providers be allowed (in the first instance) to unilaterally determine what constitutes material detriment or should Ofcom provide guidance?:**

A third party must offer fair guidance! Otherwise this allows for abuse!

**Question 5: What are your views on whether guidance would provide an adequate remedy for the consumer harm identified? Do you have a view as to how guidance could remedy the harm?:**

If I am unable to cancel or alter payment arrangements because it is a fixed term contract then businesses should not be entitled to change their mind either. They should have the experience and knowledge to set a price for fixed term contracts this provides security and forward planning for a consumer just as fixed rate mortgages! This seems a totally unfair practice! The term 'fixed term' is therefore misleading!!!

**Question 6: Do you agree with the consumer harm identified from the lack of transparency of price variation terms?:**

No price variations on fixed term contracts!

**Question 7: Do you agree that transparency alone would not provide adequate protection for consumers against the harm caused by price rises in fixed term contracts?:**

Being clear about unfairness does not change the nature of an unfair situation!

**Question 8: Do you agree that any regulatory intervention should protect consumers in respect of any increase in the price for services provided under a contract applicable at the time that contract is entered into by the consumer?:**

Absolutely!

**Question 9: Do you agree that any regulatory intervention should apply to price increases in relation to all services or do you think that there are particular services which should be treated differently, for example, increases to the service charge for calls to non-geographical numbers?:**

Yes

**Question 10: Do you agree that the harm identified from price rises in fixed term contracts applies to small business customers (as well as residential customers) but not larger businesses?:**

Every person, small or large business budgets and you cannot risk the price changing!

**Question 11: Do you agree that any regulatory intervention that we may take to protect customers from price rises in fixed term contracts should apply to residential and small business customers alike?:**

Absolutely!

**Question 12: Do you agree that our definition of small business customers in the context of this consultation and any subsequent regulatory intervention should be consistent with the definition in section 52(6) of the Communications Act and in other parts of the General Conditions?:**

Yes

**Question 13: Do you agree that price rises due to the reasons referred to in paragraph 5.29 are outside a Communications Provider's control or ability to manage and therefore they should not be required to let consumers withdraw from the contract without penalty where price rises are as a result of one of these factors?:**

No! That is the risk a business takes in offering products at a certain price for a specified period!

**Question 14: Except for the reasons referred to in paragraph 5.29, are there any other reasons for price increases that you would consider to be fully outside the control of Communications Providers or their ability to manage and therefore should not trigger the obligation on providers to allow consumers to exit the contract without penalty?:**

No, If a car manufacture was selling a car at a particular price for a certain period and offered certain rewards during the first three years such as free petrol. I would expect my free petrol and regardless of the increase in oil prices I would expect to receive it even though this would effect the profit of the company! I would not have bought the car otherwise! Businesses do not pass on to the customer the extra profit when business costs are reduced!

**Question 15: Do you agree that Communications Providers are best placed to decide how they can communicate contract variations effectively with its consumers?:**

No a third party will clearly be best suited and further I do not believe that small print is a fair form of communication!

**Question 16: Do you agree with Ofcom?s approach to liaise with providers informally at this stage, where appropriate, with suggestions for better practice where we identify that notifications could be improved?:**

You need to act now not for future customers!

**Question 17: What are your views on Ofcom?s additional suggestions for best practice in relation to the notification of contractual variations as set out above? Do you have any further suggestions for best practice in relation to contract variation notifications to consumers?:**

Plain english! plain structure!

**Question 18: What are your views on the length of time that consumers should be given to cancel a contract without penalty in order to avoid a price rise? For consistency, should there be a set timescale to apply to all Communications Providers? :**

yes that is fair

**Question 19: What are your views on whether there should be guidance which sets out the length of time that Communications Providers should allow consumers to exit the contract without penalty to avoid a price rise?:**

yes that is fair

**Question 20: Do you agree that this option to make no changes to the current regulatory framework is not a suitable option in light of the consumer harm identified in section 4 above?:**

yes

**Question 21: Do you agree with Ofcom's analysis of option 2? If not, please explain your reasons.:**

no being clear does not change the unfairness of a situation

**Question 22: Do you agree with Ofcom's analysis of option 3? If not, please explain your reasons.:**

no people with low incomes make poor financial judgements such as pay day loans and just because something could be a good deal in the short term could have a negative impact in the future and naturally businesses will opt to increase when possible!

**Question 23: What are your views on option 4 to modify the General Condition to require Communications Providers to notify consumers of their ability to withdraw from the contract without penalty for any price increases?:**

agree

**Question 24: Do you agree with Ofcom's assessment that option 4 is the most suitable option to address the consumer harm from price rises in fixed term contracts?:**

yes

**Question 25: Do you agree that Ofcom's proposed modifications of GC9.6 would give the intended effect to option 4?:**

yes

**Question 26: What are your views on the material detriment test in GC9.6 still applying to any non-price variations in the contract?:**

why would someone choose a fixed rate tariff and then pay 10% more!  
especially when the business is in profit! absolutely one sided i expect it to be fixed for both!

**Question 27: For our preferred option 4, do you agree that a three month implementation period for Communications Providers would be appropriate to comply with any new arrangements?:**

no i do not have that long to pay my bill they can implement things quicker when they are given a shorter time frame!

**Question 28: What are your views on any new regulatory requirement only applying to new contracts?:**

that is totally unfair!