

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 not. This has angered me so much that a fixed term contract can have the price increased mid term with no rights for the consumer. Nobody that I have spoken to had any idea that this was even possible.

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?:

It is the responsibility of the providers and the providers only to assess risks involved with prices. Would those same companies reduce and refund monies paid if costs were reduced and savings made? NO WAY

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?:

The material detriment is never going to affect anyone. The increases are not large enough for this to kick in and are difficult and time consuming to prove. All of those increases added up are a huge amount of extra revenue to the providers

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

Ofcom should certainly provide guidance and should go further and assist the consumer. I tried with TMobile and then Vodafone to take this matter on but even a lawyer could not have understood the replies I received(Tmobile did not even reply, they just ignored me)

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?:

The fact that increases can be implemented during a fixed term contract should not be hidden in the small print.

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

yes, 100%

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?:

yes, this practice should NOT be allowed

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? :

Consumers need much more protection. These providers do what they like

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?:

Personally, I would not object to call charges being increased. Most contracts give you a number of inclusive calls and at least this would give the consumer the CHOICE of whether to call numbers or not

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?:

Price increases harm all users whether large or small

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?:

yes this should protect all customers

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?:

Not at all, large phone providers can easily absorb costs and the fact that not all providers proves this. Talkmobile and Tesco are at least two who have not increased prices

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?:

none at all

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

not sure I can trust them now that we see the way they carry on

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?:

Do not like softly softly approach but may be worth a try

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?:

I do not think that variation should be allowed at all

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? :

A 28day period of cancel without penalty would be a fair length of time

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?:

good idea

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?:

no changes is not an option, everyone is so annoyed that this can be done

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

yes

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

yes

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?:

yes,good

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 but again increased during fixed term contract should be banned

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?:

the increases are not huge and trying to prove material detriment would be impossible and the providers know this

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?:

yes

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

This would probably be okay. The providers have now implemented their increases and I think it is unlikely that they will do it again to the customers who have been hit with this.