

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?:

Yes, 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?:

Providers should bear the risk, and factor this in to the price they offer to consumers, whilst taking steps to mitigate them. Fixed price means fixed, not 'raise it because we feel like it'

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?:

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 provide the guidance, otherwise there is no point in having a regulatory body. They are free to do as they please in this case.

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?:

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

Yes. People have budgets to stick to, in this day and age more than ever and if profiteering like this should not be allowed to continue. These companies never seem to report losses in their accounts, and consumers are the reason why.

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?:

Transparency alone would not provide adequate protection - transparency merely indicates that they will continue to do as they please but say 'we were open and transparent about it'.

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?
:**

Yes, agree.

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?:

In relation to all services.

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?:

I do not agree - it applies equally although some companies are better placed to absorb the rises.

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, agree.

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, agree.

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?:

Consumers should be allowed to withdraw without penalty - otherwise either way the providers (I use the term loosely) make money.

What reasons are outside the provider's control or ability to manage? They are admitting that they are incompetent if they are unable to manage or control, so should not be in business anyway.

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.

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

No, again it's leaving the 'communications provider' in control, rather than the regulator.

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?:

No. They should be regulated and told what they can and can't do otherwise there's no reason to have a regulator - all you are doing is watching them like naughty children and failing to discipline them.

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?:

No comment.

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 - a month should be given, without penalty - they give a month's notice so we should be given the same courtesy.

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?:

Communications providers are like naughty children and are trying to get away with it - of course there should be guidance otherwise what's the point?

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?:

The current framework is pointless as the providers are doing exactly as they please.

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

Explain Option 2, then I can answer the question.

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

Again please explain Option 3 then i can answer the question.

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?:

Consumers should be notified in the same letter that tells them they are being robbed again.

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?:

Are you making this questionnaire so long and difficult that people give up and don't bother, then you don't have to take any action??

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

Are you making this questionnaire so long and difficult that people give up and don't bother, then you don't have to take any action??

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

Are you making this questionnaire so long and difficult that people give up and don't bother, then you don't have to take any action??

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?:

Nope - if they can increase prices straight away, then they can make the necessary changes to their working arrangement straight away. Why are you making it easy for them to wriggle out of actually holding themselves accountable?

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

It should apply to all contracts.