

Additional comments:

It is sad Ofcom allowed this to happen. I feel Ofcom are too close to the business and not doing the job for the public.

I am a highly educated individual and I still learnt the hard way. I have 2 special needs sisters and I am always having to protect them from being ripped off by commission hungry salesmen. I can see many vulnerable people will be unaware of this dirty trick by providers and what it means.

Secondly, if this is a public consultation on your proposals I found this consultation very difficult to follow and the questions misleading and complex, and understand the question you were asking. As part of my job I have to review various consultations from government departments such as Defra, NE etc and this has been harder to follow than any I have completed for work. Has Ofcom not heard of plain English. When analysing your results you need to bear this in mind, because it will be the corporate lawyers who this is written for and not the general public.

I cannot think of any other fixed contract where there is a price increase for any reason. Please get these regulations in place for the benefit of new and existing customers.

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?:

Communication providers should NOT be able to raise prices in fixed term contracts without the automatic right to terminate without penalty on the part of the consumer.

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?:

Only the communications providers should bear the risk. It is a normal business risk

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?:

Yes I agree. The communication providers will always use any situation to make profit at the expense of the customer. Ofcom should be protecting the customers.

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

This loophole should not exist - a fixed contract is a fixed contract . No clauses open to interpretation

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?:

Guidance would be totally inadequate as communication providers have no morals and will ignore 'guidance' if they can make profit at the expense of the customer

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

I have just spent a couple of months speaking to various providers to find the best deal. At no stage did any of the providers either on the phone or in store state the price could go up in the fixed term. I had a letter from orange saying price going up only 10 days after signing contract. So yes I have been harmed as a consumer.

Look at a standard Orange contract. The font for the terms and conditions is so small it could not be read even with 20.20 vision. About 2 font. Impossible to read - deliberate act by communication provider.

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?:

See response to question 6 above. The communication provider will hide it as much as possible, paying lip service to transparency.

I am a well educated consumer, but communication providers take advantage of less informed people to make a profit. If people like me are conned by communication providers, then there is no hope for the more vulnerable members of the population. Ofcom should be protecting all consumers

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 Regulatory intervention should ALWAYS protect the consumer

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?:

Should apply 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?:

In the first instance the residential customer should be protected.
Small businesses should be protected but not multinational companies. How is a small business going to be defined?

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 providing

- the protection to the residential users is not watered down because of small businesses being included
- what is a small business is clearly defined

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?:

not expert enough to have a view to interpret

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 I DO NOT AGREE. They are normal business risks that the communications providers have to accept. Some communication companies like Utility Warehouse have stated they will not increase prices during contract, so if they can do that the other providers should be able to do so as well. It is done for pure greed by the providers

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?:

THERE ARE NO REASONS FOR PRICE RISES DURING A FIXED PRICE CONTRACT!
If provider wants to vary contract, the consumer must be able to terminate contract with no penalty to the consumer

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

THERE SHOULD BE NO CONTRACT VARIATIONS IN A FIXED PRICE CONTRACT, If provider wants to vary contract, the consumer must be able to terminate contract with no penalty to the consumer

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. OFCOM should be protecting the consumer and putting into regulations into place to stop this immoral practice from communication providers.
Bin the informal cosy chats and protect the consumer.

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?:

There should be no contract variations, without the consumer having the right to to cancel the contract as a result of the variation with no penalty

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? :

At least 1 month and in exceptional circumstance 2 months (ie if the consumer is away from home on holiday working and is delayed in getting notification).
If there were shorter contracts available or more rolling contracts this would give the consumer more flexibility to move around to get the best deal more frequently.
Why do the big providers insist on 2 year contracts . It is only any use to customer if you know what you are going to pay for for the length of the contract

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?:

It should be regulated not guidance. The communication providers cannot be trusted to use guidance.

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?:

This option is not acceptable

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

Option not acceptable. They will pay lip service to this and present it to customers as a necessary clause without explanation. Only regulation will work for the protection of the consumer

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

As sales staff rely on commission, They will pay lip service to this opt in, and present it to customers as a necessary clause without explanation. Only regulation will work for the protection of the consumer Option 3 not acceptable

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?:

This is the only acceptable option provided.

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 this is the only acceptable option presented to prevent consumer harm.

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

It needs to be strengthened to prevent any loopholes

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

There should be no variations to contract, as any non price variations ie, changes to service provided are materially different to what has been contracted. and would mean the customer paying the same price but for less than was contracted.

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?:

It should be as soon as possible. I got notification of a price rise, 10 days after signing contract. The companies are big enough to implement sooner than 3 months.

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

I only found this out 10 days into a 2 year contract. I have 1 year, 11 months a 2.5 weeks on my existing contract. It should apply to all existing contracts as well as new contracts.

Otherwise, knowing the low morals of these companies, existing customers will have large price increases to compensate the companies for the money they will lose in not being able to rip off new customers.

If I knew last week what I know now I would never have signed my contract with orange. I would love to cancel my contract now without penalty but know I am stuck