

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. I believe it is very harmful to consumer rights. A contract is a contract and if one party breaks this (clauses aside) the other party should be able to terminate without penalty.

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?:

Communications providers should of course bear the risk as they are meant to be the experts in their particular field. Consumers should share the risk IF they are given the choice to.

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. Although amounts may seem low - if you are on low income then of course any increase can affect quality of life negatively. Notice should be given allowing you to opt out.

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

The decision should not be left to the providers as they will unfortunately act only in their own interests. Ofcom should provide guidance and it should lean heavily in the consumers favor.

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?:

I do not feel informed enough to provide a detailed answer here.

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

I do. Although there is a clause in the contract, it is hidden away with all the other non-important clauses. Something as crucial as this should be made very visible when buying or renewing a contract. When you renew over the phone the customer services reps rush through the contract without pause and give no chance to question.

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?:

I agree and think transparency is a poor substitute for the banning of any and all price rises.

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

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?:

I think it is harmful to all types of customers.

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 it should apply to all.

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. The communications provider should always give the option of withdrawal.

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?:

They are best placed on a practical level but would need to be regulated to ensure they don't act in own interests.

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. I think Ofcom should be much more forceful in their approach.

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

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? :

You should be given a months notice of any price increase and you should be allowed to cancel up to a month after the price increase has occurred.

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?:

There should be a rule. The same for all.

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 - Action must be taken

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

I understand the reasons

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

It would be better than nothing at all

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 fairest option and the only one that should be legal.

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 100%

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

I think it should be as plain as possible

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

I think this would be a good system to introduce as currently there is no leeway and there should be.

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?:

I think this would be the maximum given. They should be able to comply straight away really.

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

No - It must apply to all contracts as you have to sign up to such long ones now. Very unfair to exclude existing customers - create bad will etc.