

## **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. A fixed term contract at a fixed price should mean what it says, the price is fixed until the end of the contract.

If providers want the right to increase prices during the contract term then it should be made very clear when the contract is taken out and if prices do rise then there should be an automatic right to terminate the contract without penalty on the part of 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?:**

Communications Providers should bear the risk because they are better placed to assess the risks and take steps to mitigate them?

### **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?:**

I don't fully understand this question.

Any increase during the contract term is going to be of material detriment to the consumer.

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

Any increase during the contract term is going to be of material detriment to the consumer.

If providers want the right to increase prices during the contract term then it should be made very clear when the contract is taken out and if prices do rise then there should be an automatic right to terminate the contract without penalty on the part of consumer.

Ofcom should provide guidance on any price increases.

### **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?:**

Any increase during the contract term is going to be of material detriment to the consumer so no guidance would remedy the harm.

However if the consumer has been informed at the start of the contract that prices may rise then providers have to follow Ofcom's guidance.

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

Yes

**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

**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?:**

It should apply to all services otherwise prices for non regulated services would just be increased to compensate for the possible loss on the regulated service.

**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?:**

The harm will apply to all customers. Everyone has a cash flow and any unexpected rise in charges is going to have a detrimental impact.

**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 the regulations should apply to all contracts.

**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?:**

The contract provisions should apply to all contracts regardless of size of company.

**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?:**

I don't know what paragraph 5.29 is and I can't find it on your home page.

But again if you aren't told at the outset that prices may be increased then you should be able to withdraw from the contract.

**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

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

No

**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?:**

Ofcom can liaise with providers informally at this stage, but if any better practice is found where you identify that notifications can be improved this should be mandatory.

**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?:**

See above

**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? :**

Consumers should be given a month to cancel a contract without penalty in order to avoid a price rise. Yes there should be a set timescale to apply to all Communications Providers?

**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?:**

Any regulation which sets out the length of time that Communications Providers should allow consumers to exit the contract without penalty to avoid a price rise should be mandatory.

**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?:**

Your website is useless, I have searched for options 1, 2, 3 and 4 under consultations but I can't understand the results

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

see above

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

see above

**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?:**

see above

**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?:**

No idea see above

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

No idea

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

Your search - CG9.6 - did not match any documents.

No pages were found containing "CG9.6".

This was from looking for CG9.6 under the heading consultations on your home page.

**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 idea

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

Contracts should be very clear on the terms and conditions that apply and any new regulation should be mandatory