

Additional comments:

Simply fixed means fixed. Unless government changes the rate of VAT there should be no changes. This is really important for example if you have a high cost phone wrapped up in your rental. 3% for example is small on a "Sim only" rental for perhaps £10pm for an iphone. But the same 3% applied to a £37pm iphone included rental is not insignificant. It changes the economics of the deal. Better to have purchased outright than had an arbitrary cost increase applied to the price of the handset. This is particularly why fixed should mean fixed. The increase of a £1 on this inclusive deal is a 10% on the underlying rental! Do the maths and feel the pain. The contract changes made by the mobile companies should be unlawful.

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 consumers are financially harmed and should have the right to terminate.

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?:

The communication providers are perfectly capable of running their businesses. They are ones causing longer and longer minimum term contracts to exist. If they want to take less risk they run shorter minimum term contracts. The consumer should not take the risk. The risk for the organisation is a pooled risk across many products and service offerings rather than the individual risk a consumer must take.

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.

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 guidance.

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?:

Contract termination for any price increases.

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

Yes. Contract terms are buried in the web pages. They are not given out in advance although you can go and find them. Fixed term contracts is the sales message. Virtually nowhere is any message that prices can change. A consumer cannot or should not be bound by something that is not given to them in a legible format before a deal is taken out.

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?:

Correct. The consumer would still not know what they would end up having to pay. My car & house insurance is fixed. My broadband and phone are fixed. Upon renewal there will be a price negotiation but throughout the contract they are fixed. This is particularly important to note as broadband and phone are akin to mobile contracts in terms of product offering and indeed have tie in contracts. BT explicitly offers the right to terminate if 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?:

Fixed should mean fixed for all charges. A package is the core fixed rental plus the amounts you pay for other services, which may or may not impact any particular individual. Telecom charges are generally headed downwards due to technological advances. Shouldn't need to have price rises. Perhaps should be asking why prices aren't falling during life of contract.

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?:

Business to business transactions have different "rules" and "expectations of each other" and a business should be reading its contracts in advance of signing them. However small businesses may have a case. Fixed should still mean fixed for all 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?:

No as per 10 but not against

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?:

Only the rate of VAT should be a permitted factor

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?:

Clearly not!

They've done everything they can to avoid communicating the true message behind their current fixed contracts.

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,

Formal intervention should be pursued with vigour and speed.

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 further 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? :

28 days minimum by clear written communication leaving no doubt that a) there is an increase and b) there is a right to cancel.

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?:

Yes guidance on minimum required behaviour.

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?:

Unsuitable

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?:

Perfect approach

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.

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

Don't know.

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

Fair enough unless it means less minutes, texts, internet than promised etc then just plain wrong. So incidental items can change but not the promised supply of services.

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?:

Fine.

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

should be all contracts. The mobile providers have abused consumers without penalty and should not have been permitted to do so. Their behaviour is no better than the utterly foul mis-selling of PPI by the banks to consumers.