

Additional comments:

If I take out a contract with any service provider for them to provide me with a service for a fixed sum over a fixed period, it is not unreasonable that the service provider honours their part of the bargain.

If I attempt to vary any of the agreement it will invariably cost me additional money, which I accept at the outset.

The service provider should be constrained by the same rules.

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?:

By running the risk of increased contract costs there is definitely consumer caused if those costs are invoked.

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?:

No, consumers should not share the risk. The service provider is in business which carried risk, as all businesses do. The consumer should not made the service providers insurance policy if they incorrectly assess market conditions

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?:

This must be an independently assessed decision. Ofcom is far better placed

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?:

There should be no harm to the consumer - period

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

Yes, absolutely.

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. The consumer should not be asked to take on the service providers business risks.

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? :

Regulatory intervention should not be required beyond the point when a contract price between consumer and service provider has been agreed

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?:

There may be scope for increases for services provided by providers outside the UK, but these should be monitored very closely in order that UK service providers do not use this as an excuse to increase prices beyond the actual cost incurred to cover short comings in other areas

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?:

No. If we are to tighten up a set of rules there should be no holes

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

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, would appear reasonable

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?:

Yes

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?:

Yes

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. Such action by service providers is unreasonable and must be stopped quickly

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?:

A best practice approach may be acceptable as long as ofcom is prepared to name and shame service providers who do not comply.

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? :

One month

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?:

One month

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

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

Yes - agreed

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

Service providers should be subject to the "unfair contract terms" rules that apply to everyone else.

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 seems to be reasonable

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?:

It would seem to be the fairest option for both parties.

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

Agree

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

Any alteration in contract terms should trigger an option to opt out by the consumer

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?:

Yes

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

Definitely not