

## **Additional comments:**

This consultation is not consumer friendly in design or wording and will discourage many from contributing their views. The providers affected have plenty of time, money and resources in comparison which they will no doubt exercise. eg: when referencing other texts (section 6) they should be easily accessible from within the questionnaire but are not. This is an unacceptably poor level of consideration. Much of the wording is unnecessarily complex. The whole exercise could have been summed up in 2 simple questions: 1) Do you think it's fair for mobile phone providers to increase their prices mid contract? 2) Do you think that if they do, consumers should be given the option to terminate their contract early without penalty?

**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

**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?:**

Providers should bear the 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

**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?:**

Depends on what Ofcom advise! If guidance represented majority consumer opinions it would be adequate

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

Do I agree with the harm or do I agree there is harm? This question is unacceptably ambiguous. I believe there is consumer harm from the lack of transparency

**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 I agree with that statement. Fixed terms should have fixed prices.

**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?**

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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?:**

all price rises should be regulated in a fixed term 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?:**

The harm applies to 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?:**

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

**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, they should be prepared for these and consumers should be able to withdraw without penalty

**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?:**

No, if they were they would have done a better job in the past

**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, informal discussion just waste time, meanwhile consumers continue to get an unfair deal.

**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?:**

Consumers should have the option to opt out without penalty when prices are increased in a fixed term contract.

**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? :**

They should retain the right for the remainder of the term

**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 guidance that the consumer should retain the right for the remainder of the term

**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.:**

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

**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?:**

I agree 100%. This should be implemented with urgency as the more time passes, the more providers will claim it to be 'standard practice' when it is in fact a new practice.

**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?:**

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

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**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, providers increased their prices to consumers with 30 days notice, so the same term should be applied to them

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

Absolutely not as that would effectively accept the old conditions which have upset and misled so many consumers