

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?:

The current situation is one sided. The consumer should always have the option to terminate at zero cost if the provider increases prices

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 providers should understand their business risk and should build that into their pricing model and if they are wrong, they made the mistake, they should take the hit.

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. The communications providers use indigestible contract terms which effectively allows them to get round the UTCCRs.

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 fairly strict guidance, and otherwise the communication providers will ensure that they always benefit at the expense of the consumer

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?:

Provided the guidance gives the consumer rights to exit a contact that they with their possibly limited understanding, believed to be fixed, that will not incur charges

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

The contacts are never transparent but use large amount of legalese terminology which is above the comprehension of most consumers and is deliberately so.

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. If all providers adopt the same transparency which still gives them the power to increase the prices of what the consumer believes is a fixed term contract, then there is actually no real choice for the consumer

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? :

Absolutely. It is the responsibility of the provider to assess their own risk model and build that into their offering. The current model effectively means that they have no risk, and the consumer takes all the risk and pays for their mistakes.

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 services internal to the UK but not those that may arise where international services are provided and the international partner increases their charges. However there should be a level that the international partner must exceed before they can respond to that.

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. It applies to all businesses.

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. Why should it be any different?

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?:

As above, I think any regulatory intervention should be universal

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. Direct cost effects of UK government legislation should be allowed without breaking the concept of a fixed term

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?:

If new UK government legislation causes increased costs then they should be allowed to reflect that in price increase with customers exiting

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

No, They use legal experts to develop terms that are completely beyond the comprehension of the majority of consumers and they hide in those

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?:

OK provided that it is clear that failure to comply will be met with a more robust response

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?:

Clarity is important and the notification should never be allowed to be swamped with other messages which in general would be aimed to confuse.

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? :

At minimum one month but in the event of longer notice any time up till the date of the change. All providers should be the same.

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?:

Guidance on the understanding that ignoring it may lead to regulation.

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?:

Absolutely. Changes are needed

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

I agree. Option 2 would allow wriggle room which would effectively allow the status quo

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

Agree. Allowing option 3 is like holding a consumer to ransom. The consumer would not really have gained any benefit vs the current situation,

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?:

Agree. This is the preferred option.

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. The providers would have scope to continue as before with the other options.

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

I suspect they may try to implement charges for hardware that was associated with the original contract. That would be framed in a way such that there is no charge for exiting the contract, but since the consumer was provided a free or reduced price phone along with the contract they may say, either return the phone or pay X% of its cost.

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 will have to be reviewed if and when such situation arises

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 would like immediate implementation but I suppose you have to give them time

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

It would be nice if it were applied retrospectively to existing contracts but may be impracticable. In any case most contracts are 24 month max, so it would not be too long before all contracts were covered