

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

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?:

At the moment the balance of risks isn't properly distributed. Consumers have to take on the risk of a longer term contract and face the penalty of having to pay for the whole term of this even if circumstances change, whereas the Communications Providers can make any changes they want without giving the consumer any choice as to whether they accept this or not. Given Communications Providers are better placed to see the risks it seems right they should also have the responsibility,

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?:

Guidance should be provided, there is no reason consumers shouldn't have a reasonable expectation as to what the baseline acceptable standard is. This will provide fairness across the market, whilst still allowing Communications Providers to go beyond this if they perceive there to be a commercial advantage in doing so,

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?:

Can provide minimum standards

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?:

Agreed

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?:

Should relate to all services

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?:

Should apply to all customers - irrespective of size of business, not least to avoid unnecessary regulatory complexity. Drawing a line between small and large businesses is not a straightforward process and trying to do so would make the process more complicated to administer for all concerned.

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?:

Should apply to all customers - irrespective of size of business

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?:

Protection should apply to all customers - irrespective of size of business

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 - agree the price rises are outside their control but don't see why this should negate the ability of consumers to withdraw from a contract without paying a penalty. The factors will be common to all companies so theoretically any price rises should affect every tariff equally. If the ability to leave without a penalty is protected in this instance too, it incentivises the Communications Provider not to pass on a price rise which is above the level needed to address the factor(s) beyond their control which have caused prices to rise.

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?:

Should be minimum standards to ensure the information is accessible to everyone

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 - should be minimum standards

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?:

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? :

Should be at least a month - this is a reasonable amount of time for people to find out, eg if they are on/about to go on holiday and then assess their options. Contracts tend to be on a monthly payment basis in any case. Communications Providers can choose to go beyond this if they perceive there's a benefit to doing so,

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 - should be a minimum timeframe which Communications Providers can choose to extend, on a general basis or in specific circumstances, eg for vulnerable people etc

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

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?:

Agree is best 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

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

Yes

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

Agree with test

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 - but should apply retrospectively for that period

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

Should apply retrospectively to when the new regulations are in place - will incentivise Communications Providers to make the changes quickly