

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?:

Communications Providers should bear the risk.

The risks for them are limited as most contracts are 2 years or less and cost increases (e.g. inflation) can be reasonably estimated with some accuracy at the start of the term by them.

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?:

This should only be considered for non-price rises.

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?:

Absolutely yes - it is already observed by independent survey/study that sales staff do not adequately explain terms such as inflation price increases - there is no reason to believe that

they can be relied on to ensure this proposed transparency, and indeed have an incentive to be opaque about such terms.

It also would leave the unfairness in place that providers can hold customers to fixed contracts, but allow themselves the ability to still increase prices during this fixed term period.

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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Absolutely 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?:

I think they should be applied across the board. Any exceptions should need formal Ofcom consent after considering the fair treatment of customers.

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?:

Yes.

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?:

Yes, this is fair.

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, as they will choose to simply send texts/emails, which can easily be non-received for a variety of reasons.

Such changes would be of such importance that they should be in writing to the customer with full written details of existing and new prices included and clear explanation that the customer can cancel their contract for free and how they go about doing this.

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?:

Yes

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?:

Nothing additional to say.

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? :

60 days minimum - 30 days is not enough time.

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?:

This should be set by Ofcom and apply to all communications providers as a minimum standard, not just guidance.

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 - it already fails.

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

Yes - it does not provide sufficient consumer protection.

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

Yes - it does not provide sufficient consumer protection and is easily circumvented by dishonest sales staff.

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 am in total agreement with option 4, which is fair to all.

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?:

I am in total agreement with option 4, which is fair to all and addresses consumer harm as currently exists.

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?:

No strong views.

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 - this is enough time to implement.

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

I think providers have been taking unfair advantage of this loophole for far too long already. I see no reason why this should not apply to both new and existing contracts.