

## **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 i agree , If the providor increases their price then the customer should have the automatic right to leave that contract and providor.

**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 risk of the providors costs increasing rests with the providor, they are a business and it should be their responsibility to assess the risks involved in providing the service to the customer at the price agreed at the inception of a contract

**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 i do agree

**Question 4: Should Communications Providers be allowed (in the first instance) to unilaterally determine what constitutes material detriment or should Ofcom provide guidance?:**

NO they cannot determine what constitutes material detriment, It should be the responsibility of Ofcom to not only provide guidance but to determine the rule.

**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?:**

My view is that guidance would not be an adequate remedy. The telecommunications providors are so arrogant that they would ignore guidance, they need legislation to enforce their compliance

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

Yes I do agree, I asked the o2 representitive directly if my contract could increase, that persons response was no sir it will not. That in my opinion constitutes mis selling on the same scale as PPI.

**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 do agree, The providers need to be made to 'suffer consequence' if they choose to increase prices mid term. The right of the customer to leave the contract would surely make the provider think twice

**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 i certainly do

**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?:**

Yes i do agree. If a provider sets the terms of a contract then that contract should be set. Why should the provider have the right to change a contract without penalty yet the customer does not

**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 i do not agree, Everyone, be they residential, small business or large business set budgets according to their financial situation. If that consumer agrees a tariff with a provider then it should be set. If the provider then wishes to change that contract then the contract is broken and the consumer should be able to leave that contract freely

**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 i do

**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 i do

**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 i do not, If they are a professional multi national organisation as the majority of providers are then it is their responsibility to factor in commercial risk when setting their charges. If they wish to increase their charges then those increases should be applicable to new contracts only. Existing contract should remain as agreed

**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 there are not, If they have agreed an un sustainable contract then they are at fault, not the customer. In that case the contract should be void and the customer free to leave

**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 need legislation to ensure they communicate this information

**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 I fell that the providers have lost the right to decide such rules and should be legislated

**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?:**

No

**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? :**

Yes they should have a timescale of 90 days minimum

**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 rules set to make providers allow the customer to leave

**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 i certainly do, the providers have clearly used the existing rules to their advantage without consideration of the consumer. They have manipulated the existing rules to their own ends, cheating the customer

**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?:**

I agree totally. I was told firmly by the sales person that i would not have the price of my contract increased. That person knowingly lied when asked if there was any chance of the cost increasing. The provider should be made to allow the consumer to leave that contract.

**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 I do

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

I have not seen the proposed modification

**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 agree

**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 feel that the change should apply immediately, as they have lied to customers so why should they then be allowed leeway to clean up. It should be instant

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

No i feel that the providers have lied to the consumer and got away with it. Any new regulation should apply across the board to protect the loyal customer as well as the new one