

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?:

Customers who enter into a contract that is advertised as "fixed" should have the right to cancel, without a fee being levied, if the communications provider increases the price.

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, as they employ huge numbers of highly skilled analysts in order to be able to understand the risks and take steps to

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?:

The communications providers make it as difficult as possible for you to claim you are at "material detriment". They point blank refuse to accept that their increase will break your finances.

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 should not. A communications provider is not going to find in favour of the customer. They will always look after their own interests first.

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?:

I don't think it should even be an option. The communications provider should not be able to increase a "fixed" price contract, regardless of their small print. They should have the foresight to factor these things into the initial "fixed" price.

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

Totally. Communications providers like to make the T & C's very lengthy and use language of a legal nature in order to put people off reading them/confuse people.

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?:

Totally. A "Fixed" price should mean a "Fixed" price.

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? :

Whole heartily agree. You sign a contract, agreeing to pay the monthly amount, not for the Communications providers to be able to increase the price.

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 prices during the term of your contract should be fixed at the point of entry.

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?:

It should apply across the board.

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. Communications providers should be able to foresee the need to increase monthly prices ahead of time. Meaning that they should put prices up for customers joining, but those customers who are part way through a "Fixed" term contract should not have their monthly fees increased.

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. If they deem that monthly fees need to rise across the board, then they should give the existing customer a choice. Either to re-sign at the higher price, or to cancel their contract with no additional fee's being levied.

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 should have to come directly to OFCOM to explain exactly what they wish to do, and have OFCOM rule whether they are allowed to do so.

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. OFCOM needs to put consumers first. They should lay down tight regulations that dictate what Communications providers can and cannot do.

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?:

OFCOM needs to be seen to be on the side of the 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? :

The Communications providers should be forced to seek consent of every single one of its customers. The customer should be asked to either agree to new monthly charges or allowed to exit the contract.

The Communications providers do not want to let people leave their contracts early, so will be forced to better manage their monthly pricing structures.

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?:

The Communications providers should have 3 months, in which time they must write to all customers informing them of their right to cancel their contracts should they now agree with the price increases.

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?:

To make no changes would be wrong. This is an opportunity for better customer protection against unfair price charges, that the consumer cannot do anything about.

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 fully.

This way Communications Providers will have to better manage what they see as their future monthly charges. They will not risk putting monthly fees up by a few pounds, for them to potentially allow a customer to leave a contract early for free.

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?:

Agree fully.

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

Agree fully.

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.

People now sign quite lengthy contracts (24 + months) and they cannot always plan financially for where they may be in a year or so's time. They should have to return any handset that came as part of the contract.

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?:

Agree fully.

3 months should allow adequate time for Communications Providers to inform all effected customers.

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

Disagree.

This should be applied across the board, regardless of whether you are an existing customer or a new customer.