

## **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?:**

How can it be fair to raise prices on what many customers believe is a 'fixed term' contract?

**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?:**

Not sure why CPs' are passing on costs to those in contracts and not those joining? E.g. my 2 year contract now &#pound;36.50 after the last rise; I can go up the high street and see better deals for less money? I am stuck in my contract with no get out!

**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?:**

Weasel words to say the least!

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

As above they are judge and jury!

**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?:**

The easiest solution is you get what you signed up for i.e. 2 years at whatever is agreed. I pay the monthly amount they provide the service; no price rises during term.

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

CPs' conveniently forget to mention the small print. If they are going to use this type of shoddy small print clause it needs to be printed in large characters in all their advertising - consumers cannot say they did not know.

**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?:**

Transparency? Prevention of this type of misleading sales should be the aim. One sided clauses that you have to agree to cannot be right.

**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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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?:**

Yes, it's a fixed contract!

**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 applies to everyone. We all pay for these rises one way or another through higher prices elsewhere.

**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?:**

Sorry they should factor this into the contracts, Just more weasel ways to circumnavigate prices rises put on them being offloaded to customers.

**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 they want to put u prices they must give an exit strategy to consumers.

**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 to be made to publish in large letters their catch 22 clauses.

**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. Look at the cynical response from Orange prior to this report offerring to 'fix' prices for a further monthly fee! How rich is that one!!!

**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?:**

Their contracts need to be 'fair' and seen to be 'fair'. i.e. not totally weighted in the CPs' favour.

**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? :**

Te option should be to cancel on or before the day of the proposed rise.

**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? Needs to be meatier than this. They can ignore 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?:**

Changes are required.

**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.

**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 agree.

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

I agree.

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

3 months appears enough but no doubt the CPs' will have a different view.

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

If that is the case it would mean the CPs' and new contract holders would know the score from day one. However, the people who think they have already got a 'fixed' deal will be agrieved, perhaps push for retrospectively would make the CPs' sit and realise that this type of 'weasel words' and 'get outs' show contempt for cusotmers and has to stop.