

Additional comments:

Ofcom should champion and propose a discounted rate for basic mobile phone fixed term contracts for Senior Citizens. A mobile phone can be a potential life saver for the elderly whilst also providing a much needed social communication enabler.

Ofcom needs to be far more proactive than it currently is. We the user are expected to take the pain in these uncertain economic times, whilst the providers are happy to dump the hardship into our laps.

As a current fixed term contract mobile phone user, I am going to vote with my feet and will not be renewing my current contract when it expires in September this year. Fortunately, I do not need a mobile phone, so I will do without one. My experience of mobile phone providers over the last 10 years has been one of continual poor service, expensive and not very good coverage. Such a shame - Ofcom could also have done so much more.

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?:

No, I disagree on the principal that signing a fixed term contract without the automatic right to terminate is unfair and in my view provides an unfair advantage to the provider.

The provider should be penalised if they wish to invoke a blanket price rise on existing fixed term contract holders.

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?:

Definitely not! The providers must bear that risk. They are definitely better placed to assess the risks as we have found out to our cost!

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?:

I am not convinced that guidance would provide an adequate remedy. Ofcom has in my opinion failed to ensure a level playing field.

Had Ofcom been doing it's job correctly in the first place we would not be responding to this consultation on term price rises!

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

Most definitely. Ofcom and the providers need to start thinking outside the box and embrace all the information available from any potential cost increases from the service providers to include but not restricted to council tax, water, gas, electricity, fuel and insurance, before considering any price rises.

Whilst the mobile phone providers fixed term contract price rises may be a relatively small percentage increase, when you add up all the price rises, they amount to a significant rise to individuals cost of living.

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 alone is not the answer. Strict regulation and enforcement by Ofcom, coupled with real penalties is the only way the providers will be held to account.

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.

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?:

Regulatory intervention should apply to any and all potential service charge increases.

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?:

The harm caused by price increases are not just restricted to residential and small businesses. Large business also feels the harm of any rises.

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?:

I believe we are all supposed to be equal. Therefore protection should be provided equally to ALL customers.

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?:

Please read the comments in question 11. It does not matter whether it is a residential, small or large business, we are all equal. Except some are more equal than others.

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?:

I do not agree. The providers are much better placed to assess the economic risk and should therefore shoulder a percentage of cost increases in the same way that we as consumers are shouldering increases, which we had no prior warning were about to be imposed. Again, Ofcom should not have allowed this situation to arise in the first place. I am expected to pay for the failure by the regulator to ensure a level playing field for all.

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?:

None whatsoever.

Question 15: Do you agree that Communications Providers are best placed to decide how they can communicate contract variations effectively with its consumers?:

Not at all. Just collate the multitude of answers given by the providers when questioned over the causes for the proposed rises by consumers. Most of the answers are a joke.

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?:

Not at all. Ofcom needs to get tough with the providers tell them what practices they can and cannot undertake. For once we need Ofcom to stand up and show you mean business.

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?:

Yes, do not allow any contractual variations unless it is driven by changes to the law which may necessitate compliance by the provider and end user. It's that simple!

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? :

One week should be enough given that we are now well and truly in the digital age.

The above should apply to all communication providers.

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?:

Repeat of the answer in question 18 - one week is enough. If you really want to stop the issue arising do not allow price increases unless changes to to contract are requested by the consumer.

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?:

Agree, current regulatory framework is unacceptable going forward.

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?:

It should become standard contract for all fixed term contracts going forward.

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, option 4 should have been imposed on the providers years ago.

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

Yes, please see my answer to question 24.

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

Disagree, it just gives the providers another loophole.

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 should be ample.

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

Disagree, any regulatory requirement needs to cover existing contract holders. As an example if it only applied to new contracts, existing contracts could be viewed as being discriminated against.