

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?:

we are all currently having to tighten our belts, for example ive not had a wage rise in 3 years, but my electricity , gas , poll tax etc keeps going up shrinking my expendable income.

why should a buisness be able to avoid such a problem and pass even more pain onto the consumer so they can maintain their profits.

have a look at their profits, they are in the millions.

time they took a hit along with the rest of us.

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, they vary the tests to avoid meeting them

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, the providers alter the criteria to meet their objectives.

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 guidance should be black and white, change the terms of a contract and you are in breach of that contract irrespective of the level of variation it imposes

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?:

yes

**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?:

ill answer this the same way ive answered before.

a change in the terms of the contract is a change.

once the contract that was agreed up front, including any verbal statments of conformation by the communication provider (for instance, q will this price apply for the duration of the contract
A yes)

if the salesman is missinformed or has not been told , that does not matter, it forms part of the contract, the communications provider and its representitives all bear responcibility if they mislead the consumer and therefore have to honner any statments made.

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, thats the same as asking if theft from a persons home is as harmful as theft from a small or large buiness, its a crime whatever way you spin it.

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?:

all customers alike.

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?:

no, all contracts should be treated the same

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 and no, in other words i dont think the COM Prov should be able to apply changes to a contract, its a contract and therefore binding, they should swallow the rise until the end of the term of the contract, and stick to their side of the bargain.

why should the consumer be forced to go elsewhere , all that will do is allow all the com provs to agree together to stick to unilateral price hike, and not offer choice.

theres evidence this is happening across many markets.

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?:

VAT

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

no it should be simple that they cannot change contract until end of contract period.

no change, with the exception of vat, and that should work both ways, if it ever goes down, they should reduce the price.

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 should do what it was setup to do and protect consumers with force/legislation if required.

its ofcoms duty for using tax payers money to exist, to protect consumers.

no more sitting on the fence or avoiding getting involved.

do your job.

and avoid the growing suspicion that you maybe working in the interests of the communications providers.

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 the sales man canot just refer to a 1000 page contract when he asks if you agree to those terms on the phone.

he must spell out any hidden features of the contract that may vary over the period of the contract up front.

no need to list all the small print thats impractical, but something like this is very high on the list of what he should be reminding consumers, and as we have seen in numerous occations , including mine, the sales man verbally confirming that the clause does not exist in the contract when he should know it it.

that is just downright misselling.

and again, i dont think it should be a matter of giving the consumer the option to take it or leave it, if the provider has missold a contract he should stick to what he promised for the period of that contract.

providers must not be able to change the terms of the contract until the contract agreed time has expired, giving both sides the option to drop one another.

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? :

see above section 17

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?:

see section 17

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

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

see section 17

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

see section 17

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?:

see section 17

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?:

see section 17

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

see section 17

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

see section 17

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?:

see section 17

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

that a contract is a contract for that period agree to and that nothing within that contract can change for the duration of that contract and that its a two sided agreement