

Additional comments:

It is inherently unfair for any company to sell a service with a requirement for the consumer to sign for a fixed term on an apparent 'fixed price' when the company can suddenly up the price and the consumer has no option but to pay and cannot opt out without paying penalties. with the exception of vat increases,

In common use, Fixed term/fixed price means just that... any company that tries to increase prices on customers should be made to hold to the price agreed or allow the customer to leave without penalty.

Making the fixed term but variable price clearer is ok but does not help the customer who has limited service option and cannot get the max in competition, ie, we are in a broadband blackspot and only have two options, BT wifi or 3 and BOTH can charge us more than we agreed at the sign up and we cannot do anything about it.

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, It is daylight robbery !!!!!

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?:

They are big enough to bear the risk themselves.... they overcharge already for services with low repeat usage costs, there is loads of spare capacity that they are holding back on to maintain the exorbitant charges they ask.

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?:

They should be told, don't trust them to decide anything.....

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?:

Fixed term means fixed term, they set that standard, therefore fixed price should mean fixed price.... if they want to minimise their risk, reduce the term to six or twelve months and they

can vary when we re-sign a contract, after all, fuel providers fix prices for 6-12months don't they ??????

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? :

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 all services should be fixed charges

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?:

Why any exceptions.... everyone should be treated equally, big companies have the clout to negotiate, SME and residential don't but that just means we need more clout... not a two tier system..

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, ALL prices should be fixed until the end of the contract, if they don't like it they should shorten the contracts to minimise their exposure..

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, they are big enough to pay the increase from whatever source and not pass it on to the consumer until contract renewal, they would be more competitive then when renewals come up...

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 bamboozle us with jargon, pressure sales and misinformation as well as 'play things down'... don't trust them at all ...! there should be statutory requirement to set out exactly what the term and charges are and what is fixed and what is not... and really everything should be fixed..

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, they will delay and fudge the issues for as long as possible, hit them with a regulation asap !!!! rule on this NOW please, it has gone on long enough !

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?:

They should be required to give 60days notice of variation of charges, in clear english, with common format across all providers, allowing for 30 days notice of cancellation without penalty by the consumer. this allows us to find an alternative and transfer asap.

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? :

They should be required to give 60days notice of variation of charges, in clear english, with common format across all providers, allowing for 30 days notice of cancellation without penalty by the consumer. this allows us to find an alternative and transfer asap. no minimum term within contract before cancellation w/o penalty can be implemented in any variation of price.

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?:

They should be required to give 60days notice of variation of charges, in clear english, with common format across all providers, allowing for 30 days notice of cancellation without penalty by the consumer. this allows us to find an alternative and transfer asap. this allows 30days to shop around then give notice !!

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?:

CHANGE THE REGS NOW, THEY DON'T WORK !!!

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

agree, the present framework and regs do not work well enough.... make them harder to wriggle out of by the providers.

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

where they would be a requirement to Opt IN only means that some folks would be 'persuaded b' by the sales person or a box would be ticked in their absence (see PPI and other scandals currently being sorted !!)

DO NOT LET THE COMPANIES CONTROL THIS PROCESS... MAKE A IT A BLANKET FIXED PRICE/FIXED TERM SYSTEM.. If they want to vay the rpices easier, then reduce the terms of the fixed price contracts

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, they must notify and must give us time to opt out without penalty

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?:

as long as it is applied rigorously and with teeth and not pussy footing around as usual, then yes...

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

NO, make it a clear regulation, no modifying this or that, just tell them what they must do and increase the penalty to punitive levels if they don't (ie, fine them a proportion of their profit, eg three months pre tax profit for every case found guilty !!! keep them in line, they are too powerful and run around you with their lawyers...

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

ok if I knew what you meant... please can you post an english translation !!!! or contact the plain english society for help !!!!

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?:

no, make them do it inside 30days, afterall, that's all the notice they allow us to give at the end of a contract and they make us pay if we leave early, so make them move faster, it's not a difficult thing for them to do... they will squeal but let them !!!

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

no, all contracts as of 1/3/13.... whenever they were signed... use the EU unfair contracts legislation to make them conform.. there contracts are unfair therefore illegal anyway !!!