

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?:

I believe it is unfair that customers be forced to stay within a contract that has been changed without their agreement. And all customers must be able to immediately terminate a contract broken in such a way, with absolutely no penalty. It must be the service providers duty to provide exactly what is agreed at the beginning of the contract, if they choose to violate or attempt to alter that contract they must take all responsibility for it and all people a reasonable time to cancel without penalty

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 sole responsibility for the financial risk involved with increased costs, these should not be pushed onto customers

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?:

in a word, 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 and be able to enforce recommended guidelines, apply punishments for companies attempts to confuse or mislead in order to bend the definitions to their benefit

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 think it could work, but only if it were legally enforceable

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

yes. too often customers are pushed into signing contracts that they do not fully understand. there must be greater clarity and full transparency of terms

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?:

absolutely, this would not address the fact that communications providers could and would still make later alterations knowing that if it remains difficult to terminate a contract most customers will be forced to simply pay up

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?:

it should apply to all areas

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?:

largely yes, small businesses as well as residential customers may not be in a position to cover any increases

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, it is the providers duty to supply what they promise. its their responsibility to achieve this whichever way is nessessary not the 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?:

no

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 are of course able to make an informed decision but this should not be made without independent supervision and standardised guidelines

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?:

yes although it may work better if there is the knowledge that if things do not improve then legal action would be probable

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?:

I do not

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? :

there should be a set timescale to avoid confusion. i would suggest 60-90 days

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?:

there should be to prevent providers from being able to confuse or trap customers by making it difficult for customers to terminate without penalty

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.:

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, and it should be made very clear not stuck in the small print at the back of a long contract. it should also be stated verbally at least once during negotiation of said contract

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

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

maybe but further regulation may be required

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

i think it is unfair to allow any variations in contract such as reducing service instead of increasing the price. both of which are a breach of contract and should not be permitted

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?:

yes

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

unfair. it should apply to all contracts with immediate effect.