

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. Absolutely. It's unfair and one sided but then the UK does have the worst consumer rights in Europe.

i note your point about whether mobile contracts are different - yes they are, in general, far more expensive than other contracts, most of which can be exited without charge or at least are only max 12 months. Most mobile contracts are for 24.

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?:

yes absolutely. As a business they should be able to forecast and include expected costs so a consumer knows upfront what they are liable to pay. If this was the finance industry it would be a miss selling scandal.

RPI has never been used before in the 15 years I have been with various mobile companies. i would advise that recent regulation enabled mobile providers to do this by regulators accidentally introducing terms, in belief they were protecting consumers that mobile providers could include in contracts they couldn't before. Material detriment.....

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?:

Point 5 bullet 1 in the introduction of the Law commission report on UTCCR's sums it up for me:

Consumers are empowered, can make decisions armed with appropriate information about the goods and services they are buying and how much they cost and, where necessary, can protect their own individual interests.

We are not told at point of sale.

The contract is in legal terms.

In three's case I think their wording was wrong and I think wouldn't stand up in court but as a normal person I didn't have the time or money to challenge them

A price rise mid contract is the most important critical element of these contracts and should be notified clearly to consumers at point of sale which it wasn't being even after three introduced their increase- sales people were still saying it was absolutely fixed.

Please come up with something other than material detriment or stop them doing it. loose fitting terms that require debate are not protecting consumers. Black and white please.

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

See above it should be gotten rid of not defined. Defined will just enable them to include it justifiably in their contracts without recourse to an honest consumer who wasn't told this could happen just into a 24 month contract.

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 means fixed please. Option 4. I know you don't want to prohibit price increases but enabling customers to exit without penalty is probably just as good for consumers providing mobile providers must give you your PAC without charge - you see this will their next revenue attempt if this goes through - contract small print that getting your PAC is chargeable.

Fixed contracts must either be fixed with no price changes (like financial savings products) or called Variable contracts which they are if they can be varied (again like financial savings products). However variable contracts should enable customers to exit without charge and fixed be fixed.

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

Yes, in three's case their contract was wrong yet they still claimed they could enforce it and place customers on a bad credit rating.

neither was i advised of this at point of sale.

This is unfair.

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?:

Your options 2 and 3

How would you enforce this transparency?

What would your remedies be for breach?

How could a consumer immediately react to this not being enforced and charged by a provider when not told at point of sale or advised of price rise when opting in?

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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You may have guessed by now i work in the finance industry and only regulatory consumer protection will ever get companies to abide by the rules. As i said consumer rights in UK are terrible and recourse is not easy. If i complain to a finance provider they legally have to treat it as a complaint and act on it while that complaint goes on their official figures that have to be published.

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?:

regulate just to the fixed term price. But each customer must be personally notified that the price change is coming for certain services as long as they have a choice. E.g. I can use a landline to make non-geographical calls instead of my mobile and they were unlikely to be included anyway. What must be regulated is where a consumer has no alternative viable option - e.g. Text charges - you most likely only have one mobile.....

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?:

No opinion really although I note that companies backed down on businesses but kept on increasing the price for consumers. Big businesses have the sourcing and purchasing experts to deal with these issues.

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?:

No idea. As I said before though beware of defining things that end up being used against the person you meant to protect

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 don't think so.

I don't believe the government impose new taxes or VAT rises without a budget announcing them a year or so before. They don't suddenly come up with them, in order companies can get ready for said changes.

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, maybe an act of god?

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

No, i mentioned earlier these must be notified reasonably to consumers. For example, the right to notify us via a small print on a web page that you have to look for is not reasonable.

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. Impose option 4 and get on with it. Only Tesco currently enforce a fair approach to mobile contracts.

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?:

Variable contracts should be opt in and exited without penalty.

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? :

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?:

30 days notice is fine.

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. change must happen. OFCOM must act or you will let down hundreds of thousands of consumers who were not happy with this.
I have explained my beliefs in this above.

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

I agree as I said above enforcement would be the key.

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

yes. I think we would be pushed to opt in and then the increas would be more than a 'sales' peron told us.

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?:

Notify or actually enable consumers to withdraw without penalty? It's not the notification to consumers that's the problem it's letting them exit. Assoon as option 4 is enfirced they'l stop doing it.

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?:

Fixed should mean fixed but abililty to exit without ETC for any price increase should be allowed.

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

Only if it achieves enforced regulation

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 have made my comments on matrial detriment clear. It does not protect consumers but the companies.

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?:

It wil be too late for me as I will be mid-contract. The problem with contracts is that they are for 24 months in the main and two years is a long time.

It's intereting that companies have only started this trend in the last couple of years and inflation/RPI has been around a long time yet nevr until now have they done this.