

**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?:**

The providers should bear the risk. These contracts are short and all other companies have to bear risk when entering into contracts.

**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?:**

No

**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 presume you mean guidance from the regulator to the providers. There is no need for guidance if the practice is banned.

**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?:**

I seriously doubt if the providers could provide true transparency, they are notorious for failing to even ensure consumers have a copy of the terms and conditions when they start a contract.

**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. Ban price increases for such short term contracts.

**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?:**

All services should be covered.

**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 applies to all customers of the providers.

**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?:**

The harm applies to all customers of the providers.

**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?:**

The harm applies to all customers of the providers.

**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?:**

The providers cannot be held responsible for Tax or other charges that don't actually go to them.

**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?:**

If the money is going to the providers then they are in control and therefore any increase in the money to the provider should either not be allowed (my preference) or trigger the option to leave without penalty.

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

No. Contract variations should always be in writing, not text or email.

**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. I know the providers are non-compliant with some basic rules already and therefore this requires statutory regulation.

**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?:**

Contract variations should be in writing - non-permanent forms such as text, web-page or email are not suitable for legal contracts. This should also apply to terms and conditions at the beginning of a contract.

**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? :**

A consumer should be free to cancel a contract after a price rise at any time after the price rise is announced. There should be a minimum notice period before the price rise applies (I suggest three months).

**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?:**

A consumer should be free to cancel a contract after a price rise at any time after the price rise is announced. There should be a minimum notice period before the price rise applies (I suggest three months).

**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?:**

No action is not an option.

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

Broadly yes. Basically I don't believe the providers can be trusted.

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

Again, this does rely on a certain amount of trust in the providers which I don't have.

**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?:**

This is the best of the options considered. However I do not accept that a complete ban on price rises (except for tax increases) is impossible or disproportional. In some ways this gives more certainty for the provider as well - no price increase and you can keep your customer.

**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?:**

Of the options considered yes. The fixed means fixed approach of Which would be better for all concerned.

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

I think so. I think the notice period (38 days) is too short and I don't like that the providers are allowed to rip off large businesses - why should they suffer?

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

Yes, this is correct. There could be all sorts of ways of the providers to make contracts less attractive to consumers other than direct price rises.

**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?:**

I think this period should be as short as possible and no more than 3 months. this whole issue should never have occurred with an honest and transparent industry.

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

This should apply to ALL contracts. Again this issue is one of provider dishonesty and therefore should be fully implemented as soon as possible.