

Additional comments:

Yet another example of the rich just wanting to get richer. Down with these companies. Our other bills are increasing such as Energy... I'd much rather electricity than a mobile phone.

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 there is much harm to customers, including vulnerable individuals who can not afford any increase to their budgets. Affecting food and the ability to power their home. Secondly these companies are not only using offshore companies to manage their customer service with poor English language capability to save cost they are taking jobs away from the UK during the time of a credit crunch.

Additionally, they should state this when a customer is taking out a contract.

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?:

Absolutely not, unless they can disclose proof of a short fall in their operating budget, which I have not seen throughout my current research . Then no they should not be allowed to mitigate the cost to 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?:

Yes, the companies are a complete failures.

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, if these companies are allowed to dictate this you can expect a higher price hike.

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 do not believe guidance will provide as much help as law as it is not definitive. Law should reinforce and deter these outrageous acts.

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

Yes, the information is not clear and should be further stated.

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, as individuals may not understand what this means in the short-term. Especially if they are not contract savvy.

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, due to the fact that we agreed to that price based on a pre-defined budget.

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?:

Absolutely

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?:

Yes, larger business have a larger operating income were as small or start-up companies are attempting to make ends meet.

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, customers should be allowed to withdraw from their contract as they are not receiving the service they paid for originally.

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, customers still should be eligible to leave their contracts.

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

No, because they are only interested in business needs, not consumer needs.

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, this should be enforceable policy.

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?:

That these should be forced upon companies, not asked.

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? :

No there should not, this would allow companies to apply out outrageous price increases.

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?:

Guidance while nice, is only guidance. It is not a detriment.

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?:

This should be allowed at any time.

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 and no, the rules should be more stringent.

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

Possibly, however these are companies hell bent on profits therefore it is unlikely to have significant impact.

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

There should be no price variations at any time.

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

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

They should be imposed and forced upon these companies.