

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, consumers are harmed by not having the ability to leave.

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 the risk when they set up their plans.

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, providers rarely outline what is meant by "material detriment" and even if try and prove it to them they will dismiss it due to the vague wording in their contracts.

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

No, ofcom should outline what is classed as material detriment.

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?:

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

Yes, it harms the consumer as the contracts are sold as fixed price with no mention of variations.

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, it still does not stop the companies from adding a substantial amount to monthly bills

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?:

All price increases should have intervention as they all harm the consumer.

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?:

It applies to everybody.

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?:

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. The contract should be a fixed price regardless.

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, ofcom should provide guidance and regulate advertisements etc.

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, too many providers have taken advantage of their customers.

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?:

A formal letter should be sent to each consumer rather than a text.

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? :

Yes, it should be at least 60 days for all 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?:

The consumer should have an option to exit without penalty as otherwise it is very unfair. How can one party unilaterally change the terms of the contract while locking the other party in and forcing them to pay?

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?:

It is unsuitable as consumer harm will still be prevalent.

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

No, this still allows providers to unilaterally raise the prices and harm consumers.

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

No, providers would tempt people into variable contracts with seemingly better deals.

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 necessary to prevent consumer harm. Many people may be happy to stay, but everyone should have the option to leave. Providers should not be allowed to bully their consumers into paying extra due to lack of planning or foresight when designing their tariffs.

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, it is the only option that should be implemented.

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

Yes.

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

It should still apply.

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?:

Personally, I think it should be implemented sooner, but three months is ok.

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

Absolutely not. Many people, including me, are still stuck in contracts with a price rise and wish to leave. The providers have already gained millions of pounds in the past year or two.

Everybody who has been affected in the past year or two should be given the option to leave as soon as possible, enforced by ofcom.