

**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, strongly agree. Fixed term contracts should be deemed 'fixed'.

**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?:**

I strongly agree with the latter statement whereby the Communication's Providers should bear the risk because they are better placed to assess the risks and take steps to mitigate them, consumers on the other hand are not.

**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 strongly agree.

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

Strongly agree with the latter whereby Ofcom should provide guidance from the beginning.

**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 strongly agree that guidance would provide an adequate remedy for the consumer harm identified. I cannot comment on how.

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

Yes, strongly agree.

**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, strongly agree.

**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 strongly agree.

**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?:**

I strongly agree with the former statement it should apply to price increases in relation to all services.

**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 I agree.

**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, as the principles are the same, a fixed contract should be a fixed contract.

**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?:**

I strongly disagree.

**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?:**

Strongly disagree.

**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?:**

Strongly disagree, Ofcom must take more robust action.

**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 not be allowed where contracts are sold as fixed term.

**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? :**

I believe it should be till the end of their contract. Prices should remain the same for the duration of the contract. Consistency would be favoured.

**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?:**

Yes I strongly agree that there should be guidance on this matter.

**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 strongly agree.

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

Strongly disagree. This option is too vague and does not reassure consumers. Tougher action must be taken.

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

Agree, as consumers will be made aware of the terms from the offset, however, this option on its own is not satisfactory and will not protect consumers.

**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?:**

Strongly agree with this option. Mobile companies are selling contracts as fixed but throwing price increases at consumers at any opportunity and most mobile contracts now being sold as 24 month contracts, there is no question that without this option customers can be tied up for a very long period of 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?:**

I agree strongly that option 4 will be the best course of action, however, Option 2 and Option 3 should not be altogether ignored.

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

Yes I agree.

**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 don;t now.

**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 I strongly disagree with this time period. It is far too long. 1 month should be sufficient.

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

I strongly disagree, they should apply to existing contracts as well. Again, the principle remains the same, a fixed term contract should be 'fixed' regardless of whether you have a new or existing contract.