

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 I absolutely do. I have been with Vodafone since the ninties. I renew on the phone every 18/24 months and I was never advised during those calls that a hike mid contract was possible. When it happened a few months ago to my husband and I I called Vodafone for an explanation to be told, "it's because of the crisis in the UK". They would not let me cancel my contract which I think is outrageous. I am very unhappy that a hike mid contract is allowed at all as I have never ever been told verbally about it when signing up/renewing but to not let you cancel at that time makes the matter so much worse. Something must be done.

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?:

No, consumers should not share the risk of the providers costs because they are better placed to assess risks etc. Businesses should have contingency plans for the unexpected if they are unable/incapable of assessing risk.

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?:

Ofcom should provide guidance and that should be made clear to the consumer.

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?:

Guidance itself will help but providers must make this and their terms and conditions clear to consumers and not hide things in the small print. Price is a major factor when choosing providers so anything affecting price must be transparent for consumers.

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

Absolutely

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, guidelines that they have to adhere to will help. There should be no rises in fixed term contracts.

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

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?:

Yes, should apply to all aspects of the contract.

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?:

Its affects everyone proportionately. There will be a knock on effect in any business because businesses have budgets and plan etc.

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 - they should have contingency plans

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, some may need some guidance. The call I received was very unhelpful. I was just told over and over that it was because of the crisis on the UK!

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?:

Absolutely, I think this is great.

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?:

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 set timescale should apply for consistency particularly for those who change provider more often so they always know what this will be. I suggest one month is fair, to give the consumer time to find an alternative deal elsewhere.

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?:

No, there should be a set time, with exceptional extensions to this time for those who may be incapacitated or similar.

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?:

I agree, it's not a suitable option.

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

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

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?:

Agree

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?:

If Ofcom or other body are unable to stop mid contract price hikes then yes.

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

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

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?:

There should be no mid contract hikes but if that is unavoidable and ofcom agree to it then there should be a get out free clause.