

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?:

To be able to increase prices in mid-term contract without any ability to cancel the contract penalty free is anti-competitive and can lead to extortion.

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?:

Yes. Contract should be equitable. Therefore, if consumers are to carry some of the communications providers risks, then they should also carry some of the consumers risks, for example, if the consumer is unable to pay they can equally demand a reduction in costs.

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?:

Any clause affecting price is fundamental to the contract. There is plenty of case law showing that any price increase without additional consideration will be thrown out by a court.

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

Yes, OFCOM should provide advice to both consumers and providers as to what is acceptable practice such that consumers are aware of what their risk exposure is when agreeing to contracts.

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?:

Advice would only partly remedy harm to the extent that the harm can be limited and consumers may be aware of their risks. However, many consumers will find managing their risks difficult and that will lead to harm, even if consumers are informed.

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

The lack of transparency has caused consumer harm, and that continues today. However, having information itself does not necessarily protect consumers from harm, only that they may be better placed to manage it.

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?:

Having information itself does not necessarily protect consumers from harm, only that they may be better placed to manage it.

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, else the only protection comes from law, which most consumers are in a weak position to use and rely on regulators to manage.

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. All prices should be protected when contracts are entered into.

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?:

NK

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?:

NK - I am responding as a residential customer.

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?:

NK

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. This is a risk which the communications providers are better placed to assess and manage.

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. Conversely, would the communications providers accept that consumers are unable to pay and can exit the contract or reduce payments for some reason beyond their control, e.g increase in tax, pensions contributions, or even unemployment?

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

Yes, so long as it is actually communicated. The letter provided to my by Orange on price increases has been inadequate and does not explain any remedy I have, refer to any contract terms, or give any options for appeal.

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. Providers are still increasing costs to consumers even during this consultation. OFCOM should immediately seek to stop communications providers increasing prices mid-contract.

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?:

No

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? :

In my view, fixed means fixed and no price rises should be allowed.

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?:

Remainder of the contract.

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 would leave the only recourse to law, weakening the position of OFCOM and consumers.

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?:

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?:

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?:

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