

**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?:**

I agree that this can cause financial hardship and other consumer harm identified. If they change the contract we should be allowed to leave the contract without penalty.

**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 enter into a contract in good faith, we expect to be treated fairly. They could have passed the costs onto new customer instead of levying the charge on people in existing contracts. I assess the risk when I enter a contract ensuring that I can afford to take it out, if I find myself in a position unable to make payments after the contract has started they do not allow me to lower my contract. They face the same risk but levy the contract unfairly in their favour. When I entered into my 2year contract with 3 the country was already in recession, surely they took all available information into account when I took out my contract.

**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?:**

No. It is levied in their favour as always.

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

It should be determined by ore-defined guidelines set out for all contracts of this nature. So yes Ofcom shld be allowed to provide guidance.

**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 see why these clauses in the contracts should be allowed at all. However if they must be consumers should be allowed to exit the contract without charge or be allowed to lower heir existing contract in line with what they can afford, eg. A lower pricing band witj less benefits but affordability perhaps.

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

This is the thing that took most people by surprise, I do not think most people were aware of the ability of the communications companies to do this mid contract term. More transparency would help, but is it still fair to the consumer? No. Does it cause consumer harm such as that identified. Yes.

**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?:**

No I do not agree that better transparency would provide adequate protection, the removal of it altogether would.

**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 I would love their to be regulatory intervention. Mid term contract increases are unnesesary. I had my contract for 2yrs. More han half way through my contract it was increased from £35 to £37 a month. Upon renewal of my contract I was offered he same benefits as my previous contract on a 30day rolling contract for £18 a month. If they are able to offer this to renew my contract then why are they allowed to increase existing contracts to recoup costs of 'inflation' his is unfair to the consumer, and they clearly must be able to afford it!!

**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 believe that when entering into a contract it should remain the same for the entire term. I am not allowed to change the terms if my contract without penalty so why are they allowed to. This includes added or particular services provided, if you are in a contract they should not be allowed to change mid term.

**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?:**

I believe it applies to all. A contract applies to all who enter into it is a large, small, or residential customer. These companies should asses the risks and set a contract price accordingly at the ofset to accomodate the risks.

**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. It should apply to all.

**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?:**

Rubbish. As mentioned previously if they can offer new customers such brilliant deals they should be making the existing ones suffer who are unable to do anything about it. They should be assessing the risks at the offset and setting the contract accordingly. They act as if the recession is such a shock to them, but how long has it been going on?? And with all these price hikes they are still able to declare massive profits. Perhaps a clause should be if profits are declared any affected customers should share in this 'profit' accordingly and be reimbursed. It is always the consumer that suffers because it is always levied in favour of the companies and not the consumer.

**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. See above

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

No

**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?:**

Yes

**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. See above

**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? :**

30 days minimum.

**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 definitely , otherwise these companies are a law unto themselves. And always levy changes in favour of themselves.

**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?:**

Changes must be made. So no I do not agree to no changes being made.

**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?:**

It must be modified, as it stands it is unfair and biased

**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

**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?:**

See above answers

**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?:**

I believe the it should apply to all new and existing contracts. As the current ones are unfair.