

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?:

Absolutely YES. I suffered material detriment and was able to quantify it at £75 over 4 contracts, yet still Orange refused to halt its rises. Citing inflation as the reason but actually causing more inflation by raising its prices. I closed each contract as it came to the end and told them it was because of the rises. They couldn't believe that was the reason. They lost over £100 PER MONTH because of their greed. Yes, greed because the company's profits still went up. The principle should be that you have agreed a fixed price for the term of the contract and a price rise mid-term should invalidate that contract. The clause allowing the price increase being an 'unfair' term in Law of Contract. Consumers were given no choice but to accept the rises and Ofcom were VERY weak in enforcing Comms Providers to terminate without penalty when material detriment was proven. Hopefully this will make it law.

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?:

All businesses incur cost increases but do not increase already agreed contracts. I really tire of businesses trying to have a no-cost model (eg. Banks charging for ATM withdrawals). The company can increase prices at the contract end. Most consumers believe that their 24 month contract will have a fixed price for the whole term.

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, the Comms Providers have clearly just ignored their obligations under this test. I blame the lack of enforcement.

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 define material detriment and the Comms Providers should have to follow this.

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 we had already and it has and is FAILING. We need definitions, percentages or set £ quantities but ONLY AFTER not allowing any increases mid-contract.

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

Yes, I odetn read ALL of the T&C's and was unaware of the term. It was NOT clear, nor explained at point of sale, particularly when an online purchase is made.

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?:

I agree, inflation is so volatile and only upward that it becomes a significant sum.

**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. This is EXACTLY how it should be.

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?:

Should apply to all services. No increases for the term without the roght to terminate.

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?:

Applies to all customers but MORE to the smaller consumer.

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?:

Agree

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?:

Aggre.

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?:

Agree

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?:

None.

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

No, the must be set defined conditions. Letter, period of Notice 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?:

Agree

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?:

None

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? :

45-60 days.

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?:

There should be law before guidance.

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?:

Agree.

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

Agreed

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

Agreed.

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?:

Agreed.

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?:

Agreed.

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

No, they need the backing of law or regulation.

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

If they are equivalent to a monetary cost then they should be considered a material detriment.

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 but no longer and to apply to current contracts.

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

See above, should apply to all contracts.