

**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

**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?:**

Consumers should not share the risk. Entering into a fixed term contract at a certain price per month should not carry risk. Providers are making contract lengths much longer - 24, 36 months etc. This gives the provider a long period of time to increase prices without the consumer being able to withdraw from the contract - this represents poor consumer value and restricts the consumer from being financially astute. The opportunity for the consumer to exit the contract on notice of price variation (as an absolute minimum) would mean the opportunity to review competitors prices and stay financially astute also ensuring that providers think twice before raising prices and ensuring that they get the price right in the first place (pre-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?:**

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 must 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?:**

Guidance should be accompanied by a requirement for self regulation in this matter. If guidance can't remedy this then the providers are not likely to achieve it on their own.

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

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?:**

Yes I do. This could lead to a mirky lack of transparency...another mis-selling scandal. When purchasing a mobile contract at the moment there is a lot to understand without the need for more complications. We need simplified contracts not more complicated ones.

**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?:**

It must be 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 - why should any type of consumer have to take on this risk?

**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. Its about being fair.

**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. Not at all. Consumers should not burden the risk. If providers want to minimise their risk then they should offer shorter contracts.

**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. Consumers should always have the opportunity to view the market, see if providers are being fair and if they feel mis treated vote with their feet. Exceptional circumstances by their nature are rare, if one provider suffers exceptional circumstances it seems likely all providers will suffer something similar and therefore all providers would be similarly impacted. If the providers then have to increase their prices giving consumers the opportunity to leave should have minimal impact on the provider if they stay in line with the market and treat customers fairly as all providers would be doing a similar thing.

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

Only if it is reviewed and agreed as adequate by Ofcom prior to implementation

**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 in order to save money for Ofcom but things should happen quickly and not be allowed to drag.

**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? :**

2 months should be enough for a consumer to research the rest of the market and organise the transfer.

**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?:**

Can we trust the providers to do this openly and honestly. Let them try, Ofcom to review.

**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 this is not suitable.

**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 is the minimum that consumers should expect. Ofcom should go further.

**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?:**

Consumers should always have choice to leave following any possible 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

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

I disagree. Consumers like to be loyal too - this would be a terrible mistake and would impact the vulnerable, people who do not know how to change contract people who do not want to start a new contract people who already do not really understand the contract that they are in. It must apply to all as a standard an retrospective on contracts. If it is unfair in the future why is it not unfair in the past?