

## **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?:**

Communications providers agree a price with their customers for a fixed-term. In return, they are guaranteed custom/payment from that individual for the specified term. If the individual leaves they must pay a penalty. Therefore, if the provider increases their fees, the individual should be able to leave without penalty, regardless of the percentage increase.

### **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?:**

Communications providers should solely bear the risk. They have made a business judgement on that risk and have the necessary resources to mitigate that risk. I have yet to see a provider put up prices who was not in profit. Therefore, if their costs increase that is the calculated risk that they took.

### **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?:**

Communications providers always interpret the rules to their advantage. The average consumer often does not have the tools knowledge or willpower to fight their case against a large organisation.

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

No, Ofcom should provide guidance. Communications providers will always determine any material detriment in their favour. They continually fail to self-regulate, so there is no reason to expect this to change.

### **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 would not remedy the harm as it is besides the point. If a communications provider has agreed a fixed-term deal with a customer, in which the customer cannot leave nor unilaterally change the terms and conditions, they should be unable to change that deal, regardless of the harm they think it may or may not cause the customer.

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

Lack of transparency is a problem. Communications providers hide these terms in the "small print" and they do not highlight them to their customers. Further, when renewing my contract with Vodafone, the sales assistant told me that the price was fixed for the term of the contract and could not be changed, even though this was not true.

**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?:**

Transparency alone would not provide adequate protection. If all communications providers tell customers they can increase prices within a certain bounday, the customer has no choie but to accept this, other than not use a communications provider at all. Fixed should mean fixed.

**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. Once a contract has been entered into, the communications provider should be unable to change the price until the fixed-term has expired.

**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?:**

Regulatory intervention should apply to all services. If you start making exceptions, communications providers will find more and more inventive ways to circumvent the rules.

**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 think that harm applies to all.

**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?:**

A fixed agreement is a fixed agreement, regardless of the external factors. If the communications provider wants to change this, they should let customers withdraw from the contract without penalty,

**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. They do not do this effectively.

**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?:**

Informally, at this stage. However, the informal approach is not working and so needs to be made formal in the longer term.

**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? :**

Consumers should be given at least 30 days' notice to cancel a contract to avoid a price rise. There should be a set timescale that applies to all communications providers.

**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 guidance. Communications providers have failed to regulate 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?:**

This option is not suitable. The current regulatory framework is inadequate,

**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?:**

Communications providers should notify consumers of their ability to withdraw from their contract without penalty if any price increase is proposed.

**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?:**

This is the most suitable option.

**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?:**

This should not apply. If the communications provider wishes to make changes to the contract they should enter into a new contract with the customer, giving them the opportunity to exit without penalty.

**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?:**

It should apply to all contracts, otherwise communications providers are likely to penalise existing customers while they are still tied in, which could be up to two years.