

**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?:**

Communication providers should bear the risk in these circumstances, if costs do increase then the costs of new contracts should be the ones that increase, this would enable consumers to compare "like for like" comparisons between providers at the start of a contract. Transparency is key.

**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 should provide guidance which providers would be able to operate within. This would help protect consumers.

**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?:**

The level of protection would very much depend on what levels of guidance are put in place.

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

If the guidance put in place is that consumers could opt out of contracts if there are price increases or decreases in levels of service, then yes consumers would be protected. This may push up contract prices in future, but it will allow consumers to make informed decisions with the information available at the time.

**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?:**

If it was made clear that prices could increase on the "headline" narrative when plans are selected then consumers wouldn't be left with this nasty surprise.

**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?:**

Regulatory intervention should protect consumers, fixed should mean fixed. There should be a choice between fixed & variable contracts.

**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?:**

All price increases should be covered by regulatory intervention.

**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?:**

Price rises effect all customers that have them, no matter what size.

**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?:**

I believe that all customers should be protected.

**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?:**

Classification of business size should be consistent & measured on the same basis.

**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?:**

Price increases should be budgeted for, any small/large business should expect increases in costs & plan accordingly. If these forecasts are wrong then the Communications Provider should bear the brunt of this. Prices should not be effected mid-contract.

**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?:**

Price increases should be budgeted for, any small/large business should expect increases in costs & plan accordingly. If these forecasts are wrong then the Communications Provider should bear the brunt of this. Prices should not be effected mid-contract.

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

Communication Providers should communicate to customers in the way that has been agreed with the customer. If no agreement is in place then any variations should be made in writing.

**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?:**

Informal discussions are a good starting point for communication, this could help guide Communication Providers to treat customers with the respect they deserve.

**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?:**

Any contract variations should be communicated clearly to customers & where there is a increase in cost or decrease in service that effect the customer they should be able to cancel the contract penalty free.

**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? :**

I believe a 30 day period would be acceptable, most "fixed" contracts are on a monthly basis, this would be a fair timescale for response.

**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?:**

I believe a 30 day period would be acceptable, most "fixed" contracts are on a monthly basis, this would be a fair timescale for response.

**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?:**

I believe that the option to make no changes would be detrimental to customers now & in the future.

**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?:**

I agree.

**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?:**

This would be open to manipulation by Communication Providers, this would potentially see a reduction in service equivalent of the price increases we are currently seeing.

**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?:**

A three month implementation would be fair.

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

This would help consumers in the future, but wouldn't help consumers who are due to have increased prices on their contracts now.