

Additional comments:

It is unfair to change details of a signed contract before the end date of that contract. This gives license to do whatever the company wants with total disregard of the customer. It has to be illegal otherwise what is the point of a contract, it does not make sense and is not only rude to the customer but has no sense of loyalty and will only encourage the customer to change companies as soon as their contract is up as there is no TRUST!!

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?:

Of course

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 can share the risk when their contract is up if they wish to stay with the same provider when taking up a new contract. The providers make millions and as usual it is pure greed.

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?:

Can't get my head round your question, make it simpler!

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

There should be some independent body

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?:

Not really, there is no trust left

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

Of course

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?:

Of course, again its the company taking liberties with the law, if they can do it once, they will have the wherewithall to do it again.

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?:

Absolutely

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?:

A contract is a contract, it should always apply to contracts, they are legal documents, aren't they?

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?:

Everyone must feel indignation over it, it just isn't right.

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?:

Of course, if it's wrong, it's wrong, no exceptions within a contract.

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?:

blah, blah

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?:

Whether they are or not is not my concern, a contract is a contract, and it is the communications provider that is forcing the customer to take out longer and longer contracts, so let them take the brunt of price rises as they push customers to their limits with no thought of them.

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 whatsoever, I have no sympathy with the communications providers.

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

I would like to say yes but there is no trust left, so 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?:

I would be an excellent start.

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?:

Yes, no further contract variations, wait till a contract has expired, then give the consumer the right to decide if they want to continue the contract or not.

How can a variation be a consideration. Is a contract a legal document or not??

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? :

As long as they want, after all it is the CP who wants the freedom to break the contract, why should the ball be in their court at all.

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?:

You know that guidance is just a formality and that large companies always have the ability to twist any laws to fit their needs first. Why should there be any penalty when it is not the consumer defaulting.

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?:

Of course it's not a suitable option, the harm has been done, but we never trusted big companies in the first place, so the trust has gone forever. Do you really think that any customer thinks they are getting a good deal - companies exist to get as much of our money as they can.

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

Pass

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

Pass

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?:

The need should not arise if they don't break their contract. Since we are in a situation that dictates that they are going to break the contract whatever we say, then of course this is a given

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?:

No, stop the practice of breaking contracts.

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

Pass

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

Pass

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?:

No, wait till the end of the contract

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

It is down to the consumer to look at the new fixed contract as whether they want to take it up, and it should stand as it is when signed.