

Additional comments:

I think you enter into FTC at a certain price you should have the right to cancel if they put the price up mid-contract. Really, I don't think they should be allowed to do it at all- they should honour price until end of contract.

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. It is not an equitable and unfair to consumers.

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?:

Providers should bear that risk. They should forecast this and set prices accordingly. Consumers should not have to pay for their lack of planning. Consumers are less able to predict when prices may increase so why should they share this cost with providers when they have whole departments dedicated to market research?!

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. Providers cannot be trusted to determine this equitably as they have an interest in finding no material detriment.

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?:

I think the customer should be left as 'whole' as possible- including compensation for time taken to raise issues, write emails, etc arguing with them.

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

Yes.y

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. Not all consumers will understand consequences and will be difficult to police 'transparency' from salespeople. Also, consumers are less able to absorb the price increases. If I lose my job midterm, the provider does not care, this is irrelevant. Just because I am less able to pay doesn't mitigate the contract. Likewise for the provider, just because they are less able to make profit shouldn't mitigate the contract.

**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

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?:

I think the main issue is the contract price (I never make calls or incur additional charges outside of that).

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?:

No, but larger businesses are more able to foresee and absorb impact of price rises, SME's and consumers less able to do so.

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?:

No. Someone has to pay, why should that be the more vulnerable party?

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?:

Generally yes, but guidance should be issued for instances when they try and be sneaky and communicate but know it will have limited effectiveness- like small print in the bottom of an email.

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.

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 comment.

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? :

This could depend on how long contract has to run, but at least 28 days. Yes, should be consistent timescale.

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?:

Should be guidance to protect consumers. If I go away for a week to Corfu, I shouldn't be penalised because I wasn't reading stuff about my mobile contract.

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.

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

No comment.

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

No comment.

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?:

No comment.

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?:

No comment.

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

No comment.

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?:

Would prefer it to apply to all is 24 m contracts are very common.