

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, fixed contract should be fixed. If the carrier changes the conditions to make them unfavourable to its customer then they should be allowed to leave.

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?:

The comms suppliers offer a price for you to buy at for a fixed period then they should have accessed the risk. That is business. Customers should not be expected to pay for poor planning, marketing or pricing strategies.

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?:

This is just a get out clause that should be stopped on fixed contracts. The RPI measure is unfair if the government themselves decide to measure inflation for pensions etc using CPI.

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

Often should decide using current government measures.

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?:

Comms Suppliers should not be allowed to put up prices on fixed contracts. Any rises should be stopped and money collected paid back immediately.

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

The contracts are too complex and the sales process does not allow sufficient time to understand these. The salespeople do not point them out, on the contrary they told me I was on a fixed rate contract and that there was no cooling off period on the package I purchased.

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?:

No. Suppliers should stick with fixed price & term contracts and price them accordingly.

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. If suppliers will not do it themselves then Oftel needs to step up to the mark and do something if not then I feel Oftel is a waste of public money.

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?:

Oftel should stick to the main pricing issues the others can be customer/ supply driven in a competitive market place.

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?:

It is my understanding large business have a difference rate. As always it is the weak that suffer. Oftel needs to champion them.

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?:

Probably

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. Suppliers should plan & price for these changes if they wish to enter fixed term 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

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

No. Communication from O2 has been poor, domineering and they pretend to answer your enquiry by sending an email message stating they have rung when clearly they have not.

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?:

No. Oftel should be more forceful otherwise it is time for the government to save tax payers money and consolidate or terminate its function.

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?:

If there are to be variations then these should relate to CPI and not be effective for customers who signed within the first quarter of a new contract. Eg. 6months on 2 year contract.

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? :

A quarter of the contract period but in this case then at any time.

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?:

Often should mandate this.

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?:

Action should be taken to stop or severely limit this practice

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?:

Seems fair

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 comment

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: not enough info

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?:

New contracts less than quarter of the period should not be allowed to change. Ie. no price increases.