

**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?:**

This is unreasonable and should be actively opposed. It offends any sense of natural justice.

**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?:**

What is their profit margin? If profits are excessive, determined by any 'reasonable' man, then there is no justification for any increases being passed on to the customer.

**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?:**

**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 as they are impartial. The Communications Providers should not be given the opportunity to act impartially.

**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?:**

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

It should be a matter of law that all agreements are 'transparent' and the meaning readily and easily accessible.

**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?:**

It is self-evident that 'transparency' alone would not protect consumers in such a situation. It should be a legal requirement that there should not be any price rises in 'fixed term contracts'.

**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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A contract should be binding on both parties - this means that within an agreed time limit the service provider should not feel entitled to be able to introduce any such increases.

**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?:**

No. Contracts are binding on both parties. This means that the service providers should not be able to change terms of reference to suit themselves, especially within agreed and stipulated time frames.

**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?:**

Have no evidence that this is the case. If it is however the case, then the service providers should be made to justify such discriminatory behaviour.

**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. What justification could there be for any other course of action?

**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?:**

This dilemma can be averted by the Communications Provider absorbing any such increase in costs incurred.

**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?:**

Quite simply, if the Communications Providers incur any additional costs these should be absorbed by the organisation. Otherwise they can be seen to have broken the terms of their contracts with the consumers. This being the case, then the consumer should be able to exit without penalty.

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

No. Obviously not as they are 'significant' interested parties. Therefore not in a position to make an 'objective' and 'impartial' evaluation of the situation.

**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?:**

Too vague, too wishy-washy! Right from the outset terms and parameters for behaviour should be clearly and unambiguously stated and set.

**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?:**

In the first instance the contract between the Communications Providers and the consumer should be seen to be reasonable and fair to both sides, with no unfair advantages to one or the other. Then the problem for Ofcom is to ensure that these terms of reference are adhered to by both parties.

It is always only attempts at 'fudging' that cause problems of greater and unnecessary complexity. In time these can become increasingly difficult to solve.

**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? :**

One month or 28 days.

**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?:**

In an 'open' society, of course there should be guidance for consumers.

**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?:**

If the regulatory framework is seen, not to be functioning as intended, or the context has changed significantly since its inception, then it is openly logical that it be changed to accommodate these changes.

**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?:**

**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?:**

**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?:**

**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?:**

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