

Additional comments:

Please act on behalf of the consumer and please act speedily to show public confidence in OFCOM.

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?:

I agree wholeheartedly that the consumer is harmed by this action on the part of the communication providers.

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 consumer should NOT bear or share any increased cost risks. It is Communication Providers' job to identify such risks before putting a contract together. How lazy and incompetent are they not to incorporate possible risks into their contract!!!!

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?:

I agree wholeheartedly that the consumer is being harmed. It is not up to the Communication Providers to decide what is "material detriment" to the consumer as they do not know the personal circumstances of the consumer, and in any event, any price increase in a fixed price contract is a "material detriment" irrespective of amount.

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

See reply to Question 3 - any price increase, however small or large, is a "material detriment" and is a breach of contract in a fixed price contract. Therefore, do not waste time seeking guidance as it is basic English Contract Law, that the contract has been breached by one party in this case, ie the Communication providers. end of contract.

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?:

See reply to Question 4 - English Contract Law has been breached and the consumer should be allowed to leave the contract without penalty. Only guidance should be to seek financial remedy for anxiety and time wasted by the consumer in researching their rights about breach of contract.

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

Yes. it is either a fixed price contract or a variable price contract. Simple. Do not mix the two depending on how to enforce price increases onto consumers due to laziness, incompetency, or both on the part of the communication providers.

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?:

Agree. There should be a penalty clause if the communication provider enforces price increases in fixed term contracts just as they stipulate consumers must pay penalties if they end the contract before the term expires. Communication providers cannot have it all in their favour.

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. And it should be applied immediately not years after the "harm" has been perpetrated (like the current PPI situation).

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?:

Should apply to all services with immediate effect.

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?:

Should apply across the board. A breach of contract is a breach of contract irrespective of the parties concerned. English Contract Law.

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?:

As in Question 10.

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?:

Not had the time to research the definition of small business as you mention in the Act, but would agree in the normal definition of "small business".

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?:

Please define the terms (or summary thereof) of paragraph 5.29 in your question in order to reply appropriately. However, if you mean a communication provider can quote "inflation" or other such syntax to justify a price increase - then No, as this is a breach of a fixed rate 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?:

The only exception I can think of is when the government imposed VAT increases a few years ago and this had to be passed onto consumers across the board.

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

No, they are not best placed to decide this, as this becomes an "unfair contract" between the two parties of the contract (English Contract Law).

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 informal discussions. It should be a formal and categorical notice to communication providers that their fixed price contracts have been breached by them and therefore the consumer is allowed to withdraw from the contract without penalty. SIMPLE. ENGLISH CONTRACT LAW. NOT NEGOTIABLE.

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?:

SIMPLE - allow both parties to end the contract, without penalty, if a term or condition has to be varied which will detrimentally or "materially harm" the other party. Consumers have to remain within the contract for the fixed term even if their financial circumstances change detrimentally (often beyond their control) otherwise they incur penalties from the communication provider, so it has to work the other way if the communication provider incurs financial hardship beyond their control. "man up" communication providers, just like the consumer has to in these austere times and fulfil your contractual obligations.

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? :

Price increases in a fixed price contract are not expected therefore if the terms and conditions of fixed contracts are varied, there should be more than the usual "colling off" time of 14 days, for instance, possibly allow 1-2 months, so as to allow time to consider the impact of such price variation. Particularly important if consumers are away from home on holiday, on business etc, as notification is received in writing by letter to the consumer's/small business postal address.

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?:

Guidance would seem prudent. But at the moment, for the sake of goodwill on the part of communication providers, consumers should be allowed to end the contract, without penalty, until the matter is finalised.

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?:

Agree wholeheartedly.

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

Question not clear, what is ofcom's analysis, please clarify, as unable to answer this question appropriately.

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

Question not clear, what is ofcom's analysis, please clarify, as unable to answer this question appropriately.

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?:

Agree, consumers should be able to withdraw from the contract without penalty if there are price increases, and this should be implemented with immediate effect.

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?:

Agree wholeheartedly.

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

Question not clear, please amplify, in order to answer this question appropriately.

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 not clear, please amplify, in order to answer this question appropriately.

However, if you mean can terms and conditions in a contract be varied, once the contract has been signed, then English Contract Law states either party can end the contract if any parties to the contract do not agree to those changes, ie the contract is broken or breached. If you want to be pedantic, the aggrieved party can then seek financial compensation for such breach of contract, and in this case the consumer should seek financial compensation from the communication provider and not the other way round!!!!

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?:

As mentioned above, English Contract Law states that if one party varies the terms and conditions of the contract, then the contract is ended, therefore you should enforce this immediately and not wait 3 months. Otherwise, the consumer should seek financial compensation for breach of contract.

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

Should apply to all fixed price contracts - English Contract Law, as quoted above refers.