

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, this is underhand and anti-competitive as the customer is locked into a contract at the time and so cannot move to an alternative provider.

In my case Three hiked the price a few weeks into a 2 year contract and have hiked it several times since. This is despite the fact that the original price I agreed is still being offered to new customers. This clearly shows that they do not NEED to hike the price and are just profiteering from the small print on the contract.

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?:

No, the provider should not agree to such long contracts if they don't believe they can honour them. No one is forcing them to make 2 year contracts.

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 should control this.

The providers will all just copy each other, at the detriment of the consumer and the market.

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?:

Guidance alone will not help to solve the problem.

Companies will just find a way to meet the guidelines and still trick the customers.

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

Yes. I was not even shown a contract, just a small A5 white piece of paper to sign. There was no mention of any possible price rises on there.

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?:

Transparency will help, but as all the providers will agree to do the same, the customer will not have a choice. They will simply be told that everyone else is doing it so you just gotta accept it.

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 a fixed price contract has been agreed and the provider breaks that agreement then the contract should be void.

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?:

Regulation should apply to whatever was agreed on the contract at the time that contract was signed.

It should be clearly stated on the contract what is and isn't included in the fixed price.

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, the harm applies to everyone.

Large companies can for sure swallow it easier, but the harm is still there.

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, or course.

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?:

I don't agree that this should only apply to small businesses, so there is no need to define what is or isn't a small business.

A "fixed term" "fixed price" contract should be exactly that, regardless of who the customer is.

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, they should cost these things into the contract.
They can predict their expected price rises and average that across the next 12-24 months.

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?:

Yes

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?:

Not really. I'm actually stunned that this practice is legal!

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?:

There shouldn't be any contract variations.
If there are then the contract is void.

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? :

1 month.

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?:

Providers should inform consumers of a pending rise and allow them 1 month to leave free of charge.

If they do not leave then they will be assumed to have accepted the price rise.

I can assure you that if this were the situation then the providers would stop this nonsense immediately. They have not needed to do this for the past 30 years so how come they all suddenly need to do this now?

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, the current framework is no longer working.

The providers have found a way to get around it.

And of course, once one starts they all copy and suddenly there is no competition.

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

Yes

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

Yes

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?:

Yes, this is the way forward.

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, certainly.

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

Yes.

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

This is fine.

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, this is fine.

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

This is would be unfortunate, but understandable as it is only fair on the providers.