

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?:

Sorry, I read this sentence five times and it still does not make any sense. Please phrase your questions simply next time.

I believe that the consumer is harmed by the inability to cancel his contract if he is faced with any sort of raise on a contract that is advertised in big letters as XX pounds per month for YY months. Just because the small print states otherwise is a rather poor excuse in my opinion. Any business that is not able to factor in the cost of price rises due to inflation and other measures should fire its accountants.

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?:

I would hesitate to call a 24 month commitment to a contract a risk to a telecoms provider the size of Everything Everywhere, Vodafone or O2. So I am going to call it a cost.

Yes, I believe that the communication provider should bear the cost of any increases due to changes. As I mentioned in my answer to question 1 if the business is not able to factor in potential price rises into its contract then it shouldn't be operating in the first place.

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?:

Ah, another brilliantly worded question. You really don't want people filling these surveys out do you?

My comment on material detriment: As a consumer if I call up my network provider and tell them that I am suffering a material detriment I will be politely ignored or told to pay a cancellation fee (the cost of the remaining contract). There is no way out of this contract for me, and once the network has decided to raise costs they can make a nice financial gain as I do not have the ability to leave.

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

Ofcom must provide guidance.

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?:

You should either ban the possibility for companies to raise prices mid contract, or allow the consumer an easy exit route out of the contract with no cost to the consumer.

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

Yes, a lack of transparency always harms the consumer.

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, because what constitutes "transparency". Network providers would probably tell you right now that their terms are perfectly clear (if you read the small print).

It's exactly the same as the End User Licence Agreement for software. When is the last time you honestly read the EULA for a piece of software you installed.

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?:

Wow, you guys really need to hire a new person to write your survey questions.

Yes, the regulator should intervene to protect consumers against price rises.

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?:

The regulator should either

- a) ban all price rises mid contract - for an organisation a period of 24 months is not a long time - if they are competent in any way shape or form they can plan this far in advance
- or b) allow the consumer to cancel their contract if any price rise occurs.

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?:

A large business has significantly more control over their suppliers. If my company were to move 7000 mobile phones from one supplier to another due to a price rise the current network provider would think twice about any rise.

Small businesses and consumers however do not have this power. I left my network provider as they raised their costs. Just a couple of days ago my network provider has now also raised its prices. There is no element of choice here for a consumer. We are essentially being screwed by large companies have no means of challenging what happens as we do not have the time and money to adequately fight our corner.

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?:

I really don't know, as I haven't read into this topic in enough details.

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?:

When you design these questionnaires in future you should think about making a link to the relevant part of the document to make these things easier to complete.

Any rise should allow the consumer to withdraw without penalty from 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?:

Once again: Any rise should allow the consumer to withdraw without penalty from contract.

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

You're having a laugh aren't you?

No, I don't think they are best placed. They will end up telling you at the bottom of an email if no hard guidelines are given.

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?:

Grow some balls.

You are a regulator.

Definition of regulator:

reg·u·la·tor

/ˈregyə,lātər/

Noun

A person or thing that regulates something, in particular.

A person or body that supervises a particular industry or business activity.

Writing a company an angry letter is not going to get you anywhere in these current times. Clear and simple guidelines (i.e. don't get the person who put together this survey to write any documentation) need to be provided.

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? :

Three months.

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?:

Yes, there should be clear and simple guidance.

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?:

Seriously, learn to write in simple English!

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

Again, providing some links would be nice.

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

Again, providing some links would be nice.

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?:

Again, providing some links would be nice.

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?:

Again, providing some links would be nice.

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?:

Again, providing some links would be nice.

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

Nope, they should apply to all contracts.