

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?:

In contract price rises are fundamentally wrong, when a consumer agrees a contract it should be care and understanding of long term costs involved and normally after careful comparison with multiple suppliers. Changing those costs mid-contract make it impossible to understand overall costs and prepare overall comparison of each suppliers offer. A contract should be a contract, as a consumer I can not reduce payments to supplier because my circumstances have changed.

In most cases but especially broadband the 30 day right to cancellation is of no use as it does not give sufficient time to arrange service with another supplier.

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 risk, these are major companies and relatively short term contracts, if they are incapable of predicting accurate costs over a 2 year period they should not be running a business. Try operating a business where you sell a commodity and your major cost is fuel with its volatile pricing, then sign a 5 year supply contract,

This new trend of mid contract increases is a way of increasing margin, sell a cheap contract and then increase price halfway through for existing customers, but if you contact them as a new customer you can get the original cheap price, probably under a different name or minor change in supply.

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?:

It is almost impossible to determine "material detriment", long term any unexpected price rise causes some "material detriment" as it is money lost that you did not plan to lose. It does not matter how rich or poor, all money has a use.

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

Judge, jury and executioner spring to mind.

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?:

Depends on the guidance, back to what constitutes harm.

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

I have held mobile and broadband contracts for 15 years plus, probably signing 20+ different contracts and actually read major points of some. Always sold as a fixed term contract.

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?:

The words in bold print on contract "This is only a fixed contract for the consumer, as the supplier we can change when we want" would make it clearer but does not change the problem.

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

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?:

All prices and terms stated in the original contract.

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?:

Back to the "material detriment", all unexpected costs cause harm whether rich, poor, little or large.

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?:

All consumers.

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?:

No comment

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?:

The correct way forward is true fixed term contracts on everyone's behalf, I don't want the hassle of withdrawing 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?:

There should be no reasons, these are the risks of business.

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

There should not be contract variations, Ofcom should at least state a minimum standard.

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?:

Do you mean delay action for a few years

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? :

Depends on product, mobile 30 days is fine, but broadband can take 6 to 8 weeks to swap cable to BT or back.

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?:

There should be set rules.

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?:

Doing nothing does not solve the issues, if this is case better to remove guidance all together and allow consumers to pursue under unfair contract terms.

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

Again does not really solve anything.

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

Will just become a tick box on bottom of form.

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?:

It is the only suitable option, provides suppliers with a means to rapidly increase prices in case of unexpected price increases but protects consumers from unexpected price increases. Will force suppliers to use business skills to predict costs over 2 years.

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

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?:

Again it is a difficult test, any variation must have a cost or selling price implication else why change it.

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?:

3 or 6 month period would be fair on all parties.

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

As long as some protection to consumers just started old contracts are offered some protection else they will get hammered.