

**Web submission – 14/12/12**

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Name of your phone company:  
TalkTalk

Subject:  
pricing

Brief summary of your experience/query:

I have a fixed price contract, but they insist they can, will and have increased my monthly payment as their generic conditions apply to both fixed and variable contracts. I have confirmed in writing and a recorded phone call where they confirm my contract is fixed - 'but they can vary it. Apparently this is occurring across the Industry. Can you please look into this?

ENDS

**Email – 20/12/12**

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FOR THE ATTENTION OF THE OFFICE MANAGER

I am somewhat surprised to learn that Ofcom now only MONITORS the Industry. I was led to believe Ofcom had, like all Government Regulators, the responsibility to customers to REGULATE that industry.

I was unaware that like the Press PCC you have no teeth, or no wish to use them.

At your suggestion, I have already contacted 'the ombudsman', who also appear to be an arm of the Telecoms Industry. When I explained to them that TalkTalk ( and, I now learn, other Providers) are entering into Fixed Price Contracts, then varying prices, mid-contract. Their reply was 'they did not exist to PUNISH THE INDUSTRY'.

Perhaps you would be good enough to inform me of whom I contact (obviously after failing to reach agreement with a Provider) and who is interested in stopping the Industry-wide GENERIC practise described above.

Some time ago I was involved in a discussion with an American who accused the UK of becoming a 'banana republic' - this I denounced with some vigour. I was wrong - the UK has become like the Wild West. The current laissez faire approach to business has left customers fair game to the unscrupulous and there appears no-one any longer prepared to stand up to these unfair, immoral and sometimes illegal practices.

I would appreciate a cogent (NOT a standard ) reply. You will see I have referred this matter to our local MP, (who is a Minister of the Crown) for his intervention.

I.M.Griffiths.  
cc Greg Barker MP

**Email – 07/01/13**

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To Consumer Contact Team Manager

Thank you for your much delayed reply.

I refer to your para. 3. A very strange 'Regulation'. If such was the case in any other Form of Contract in International/European and UK law there would be anarchy - especially with Government contracts..... Clearly telecom customers are a very special case!

I note that you have now launched a 'Consultation' on Customer protection. I hope that this 'Consultation' - will result in the blatantly obvious being enforced, [as it is in every other Industry including UK Domestic Energy Suppliers - or are you suggesting that they conflict with European legislation?]

namely - A fixed PRICE 12 month Contract, fixes PRICES for 12 months ( a two party Contract) - however based on recent Enquiries and 'Consultations' and consequent actions - I hold out little hope. In my experience a poorly advertised Consultation is intentional. Perhaps I am too pessimistic. However, having read your 'Consultation Proposals' it is clear you have no intention of dealing with this industry wide abuse.

When will the results of your consultation be publically available? Just remember laissez-faire finally destroyed the Financial Regulator and perhaps eventually the PCC. I suggest most of the electorate have stopped believing you exist to protect the consumer. You are becoming a laughing stock.

Finally, if your current telecom regulation was applied to employment law your salary could be reduced mid year with the option of you resigning - doesn't seem fair does it?

Please pass this on to someone who might be interested and have influence, **as I have**. A detailed reply to ALL my questions above would be courteous.

I.M.Griffiths CEng., MBIM., (retd) - exasperated but NOT exhausted - the pretence of customer protection by your organisation is becoming transparent.

**Email – 26/01/13**

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Thank you, please include my detailed comments to you as my response to your consultation. What were the media outlets to which you refer?

Are you suggesting that the Regulations concerning Contract Law for Communication providers, is different to UK Law, which for example, applies in a clear and transparent way, to Energy Suppliers?

I await your reply with interest.

I.M.Griffiths

**Email - 29/01/13**

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I would refer you to basic UK Contract Law- once a contract has been agreed and signed by both parties, NEITHER party shall amend its contents, without the written approval of both parties.

It is quite straightforward, one party cannot, unilaterally, amend the contract- offering the 2nd party the option to withdraw from that contract is not available and is illegal.

It would appear all industries except the Communications Industry and its Regulator are aware of this and abide by it.

It seems puzzling that you have to consult on what appears to be parties flouting the law of the UK.

I am also puzzled that I am now asked to send a full set of OUR correspondence to you to formalise your consultation. You have all the facts, please process them in a timely and efficient way.

I.M.Griffiths CEng., MIBM., (retd)

**Email – 26/02/13**

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Attached is requested cover sheet - I still do not understand, why you need to consult when a UK contract law is blatantly being broken, and you are the regulator. You can instruct them to stop this practice for with, why don't you? I.M.Griffiths