

## **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?:**

Being a consumer who has experienced this price increase after only one month into a 24 month contract, I am extremely angry. O2 permitted me to cancel my contract however, shortly after, sent me a bill for £764 being the charge for the remaining 23 months, they expect me to pay this bill even though I no longer have access to their service. Not acceptable.

### **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 do not think it is a matter of deciding who is responsible for the price increases. Mobile phone providers should be compelled to make it clear at the time of setting up the contract as to how much it will cost. I (like others) live on a very tight budget and took a long time to consider to which mobile phone provider to give my money, having made that decision, I would have thought that the advertising etc for 24 months at £36 should mean just that, not 1 month at £36 and the following 23 months at a higher rate.

### **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?:**

Do not understand this point so cannot comment.

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

I feel that this situation requires Ofcom to make a definitive decision.

### **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?:**

I feel that if Ofcom were to determine the injustice of the current state where mobile providers were permitted to make price increases during a 'fixed term contract', this may resolve the issue and appease the many thousands of unhappy customers.

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

Yes, very much so. I believe there are many hundreds of mobile consumers who have deliberately asked the question "is the price due to increase during my 'fixed term'" and the

answer,, for the most part has been a catagoric "no", then this should be seen as misselling and should be addressed by Ofcom to set terms which are transparent and acceptable to both parties. A lack of honesty and openness on the part of the provider has been sadly lacking.

**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?:**

Yes I agree. 'Transparancy' is easy to hide! Once again, I feel that 'fixed term' should mean just that and if the terms change then the customer should have a right to cancel the contract without further penalties or charges.

**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?**

:

I am not sure how to interpret this question.

I feel that if I had previous knowledge of a proposed increase in my contract after only 1 month into my 24 month contract, I would have been upset however, at least I would have been aware of it and would have made my decision to enter into a contract with the provider on the basis of that forewarning.

**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?:**

I feel that price increases are something that we have to endure however, I do not feel they should be applied to fixed term contracts; what you sign up for, in my opinion, should be what applies for the duration of the 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?:**

I do not think there should be any distinction. Fixed term payments should remain the same for the duration of the contract no matter to whom they relate.

**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?:**

My response to Q11 answers this.

**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 sure what this refers to so cannot 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?:**

No I do not agree. Service providers should know the costs of their goods prior to entering into an agreement with a customer, if they incur extra charges during the course of the contract, they should take the hit not the consumer therefore I feel they should be compelled to permit unsatisfied customers to withdraw from the contract without penalty

**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?:**

No because they have not been seen to 'communicate' fairly in the past.

**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. I think intervention by Ofcom in making a formal decision on this matter is long overdue.

**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?:**

I dislike the term 'contractual variations'. If you agree a price for a service whether it be for a one off payment of 'fixed term' payments, this should not be permitted to change.

**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? :**

Yes, many providers allow cancellation of a contract by giving 30 days notice, this should apply across the board.

**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?:**

As I do not agree with any price rise during the course of a 'fixed term contract, I think consumers should be able to cancel from the date of notification of same however, if I had to give make a decision on this, I would say that it would be acceptable for a consumer to cancel a contract which it had just entered into if the understool terms of that contract were to change, say, perhaps, within the first 6 months of a 24 month contract.

**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?:**

I feel it is imperative that a change to the current regulatory framework is implemented as soon as possible.

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

Don't know as I am not familiar with the contents of option 2

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

Don't know as I am not familiar with the contents of option 3.

**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?:**

Not familiar with the contents of option 4 however, I feel this is long overdue, Communications Providers have been getting away with unethical practice for far too long and should be compelled to permit consumers to withdraw from the contract if they feel the terms of said contract have been broken by the provider.

**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?:**

Don't know as am not familiar with oprion 4

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

Don't know - see Q24.

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

Dont know - see Q24

**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 stated in my response to Q19, if I understand the above question, I feel that a 3 month implementation period on a 24 month contract could be appropriate.

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

I feel that consumers taking out new contracts should be made aware of any or all of the proposed increases the provider may levy over the duration of the contract, with this knowledge, they can make a more informed decision. Having said that, I feel that if a provider advertises/sells a product on a fixed term, the monthly payments for the duration of that contract should remain the same.