

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?:

Agree. I actually thought I already you cancel a contract if the provider varied the terms midway and I didn't agree with them, so was shocked to see this consultation showing otherwise.

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?:

Providers are best placed to know their own liabilities and should better plan thier business forecasts to allow for unforeseen costs. A fixed term contract should only be variable with the consent of both parties.

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?:

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 decide. It should be determined by an independent body, not set by parties with a vested financial interest.

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 is fine - maybe online and probably also best to include a reference in the pre-contract stage of purchases from providers.

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

Yes. It's neither open nor transparent.

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. It should be stated that the terms do not follow natural justice as they presently stand.

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. That is one of their functions.

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?:

Should apply to all services. If you limit it to just one they will hike their charges in other areas to offset their loss.

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. It applies to all.

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?:

It should apply to all.

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?:

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?:

Their business acumen and risk assessments should not be offloaded onto customers. A contract is by definition a statement of the applicable terms and any variation in those terms should give either side the ability 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. If they cannot quote for and provide the service at the price offered then they should not get the customers. This type of behaviour is open to abuse by companies quoting lower prices, getting customers to sign contracts and then increasing prices beyond current market levels. As such it is high time the practice was curtailed by legal and/or Wathdog involvement.

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

No. They have too much of a vested interest.

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?:

Yes. But to have a timespan wherein 'best practice' must be established and penalties for companies flouting rules.

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?:

To be mindful of providers thinking 'outside the box' and imposing charges in other areas to offset their costs. For example, I recently terminated a contract with Plusnet following their phone rental price hike mid-contract and they tried to charge me for the 'deferred' cost of te broadband router. As the phone line and broadband were part of a package then cancelling the line AUTOMATICALLY resulted in the broadband being terminated - that, to me, is also unacceptable behaviour. If they know that the hike and subsequent cancellation will affect other areas then they can add hidden penalties to the other areas knowing they will get their costs back (or hoping they will - I'm actually refusing to pay it for these reasons)

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? :

4 - 6 weeks should be ample. If providers are made to offer the facility online also there should be no reason for there to be a delay. For those only offering postal cancellation (or including any element of postal contact in an online cancellation then an increase to 2 months may be more reasonable).

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?:

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 customer is being unfairly penalised at present and, therefore, not protected.

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

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

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 should be mandatory that any provider notify customers of material changes to a contract and price should constitute material change. It should also be mandatory at that time for the provider to indicate the customer's rights to withdraw from the contract and to point them in the direction of the watchdog in case of any disputes.

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?:

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?:

Yes.

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

Not acceptable. It should be introduced from a certain date and applicable to everyone.