

### **Additional comments:**

In addition to the proposed changes I feel ofcom need to look at the market trend now for fiber products to be very long term contracts ranging from 12 to 24 months in contract length. These contracts can also have hefty penalties eg. £13 a month to leave a BT infinity contract, the provider getting £13 a month for providing no service. Consider that the average length of tenancy is 6 months, this is absurd and clearly incompatible, long contracts also stifle competition and take up which ofcom is supposed to be promoting. A 50% penalty is extreme for leaving a provider after a short period of time.

### **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?:**

yes, by this I agree its a bad thing to allow providers to raise without penalty.

### **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?:**

the risk should be on the provider as they are the ones giving out long term contracts, my feeling is if they dont want the risk they can give out shorter contracts which then allows them to change terms.

### **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?:**

yes

### **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 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?:**

any detriment to the terms of the contract I would consider harmful whether its price increase of even a penny or reduction of service.

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

yes

**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

**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?:**

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 aspects of the service under contract should be protected.

**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?:**

yes

**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?:**

yes

**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 dont agree, as said above a long term contract should carry a risk to the provider, they seem to be willy nilly handing out long contracts now and they need to be aware of the

downsides of doing this. If they don't like the risk they have the option of supplying shorter term contracts to mitigate that risk.

**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

**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 and no, I feel consumers need to be liaised with as well.

**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?:**

there should be no variation unless agreed by both parties.

**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? :**

actually, most providers contracts are illegal under uk law which I am surprised that ofcom hasn't picked up on, a contract which states that when a provider breaches the contract the consumer has a time limit to react is illegal and not enforceable. There should be no time limit, once a provider breaks the terms of the terms of sale, the contract is null and void. Any time limit enforced would be thrown out of court.

**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?:**

the guidance should be more than that, a fine should be levied if any provider tries to keep someone in a breached 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?:**

yes

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

transparency has proven time and time again to be inadequate, it serves no purpose as the consumer is still left without any real options because if they turn down such terms (which are usually offered by all providers) then they have no service. This is just the same as option 1 except to tell the customer they are been ripped off beforehand.

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

this option would be ok but only if an alternative contract had to be offered, its toothless if there is no alternative contract.

**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?:**

this is clearly the best option.

**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?:**

should apply

**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?:**

this is a loophole, providers could change contract terms during this 3 months to sidestep the regulation.

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

that would be very weak, if this is legal it should be applied to existing contracts.