

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?:

Yes

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?:

Consumers should not share the risk of increasing costs. Communication providers are in a better position to determine their yearly costs and should price accordingly from the outset.

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?:

Not sure if I completely understand this! However, if, in layman's terms, this means: a price increase for one person may be more detrimental to their situation than to another served with the same increase and the means by which to test this is subjective and therefore impossible to establish, then yes I agree. Further more, any price increase that befalls a consumer, which they were not made aware of at the point of entering a contract, will always be detrimental - whatever that increase is.

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

Well, as it is a subjective matter then a third part such as Ofcom should provide guidance. The CP's are not a care agency, they will always protect their own interests.

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?:

It wouldn't really remedy the consumer harm that this consultation is investigating. It would be helpful to someone who had entered into a contract knowing that price rises where to be expected and then was hit with an increase way above expectations. However, the issue here is that consumers believed that a fixed rate meant just that. This nullifies free market economy really doesn't it. We make a choice to go with one provider over another because of the deal we are offered and then find 6 months down the line our informed choice actually lacked some vital information.

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

Yes, (see answer to question 5!)

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?:

No, both transparency and guidance are needed to protect consumers (see answer to question 5)

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?:

Maybe I misunderstand this question but I assume any price increases applied to services you are offered outside your contract have an element of choice attached. Do they actually need regulating or are they self regulating due to market competition? Not a very adequate answer on my part I'm afraid!

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?:

If you've been duped then you've been duped whoever you are.

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?:

I've read the definition of a small business customer under the Communications Act 2003, section 53 (6) and can see no reason to change the definition in this context.

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?:

These price rises are out of their control certainly but not beyond their ability to manage. Fixed rate agreements generally reflect this in the fact that you pay slightly more for the security that a regular, consistent payment offers.

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?:

The Apocalypse!

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

They haven't made a very good job of it so far considering their line of business is providing communication. So no, I can't agree

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?:

Sounds a bit wishy washy if you want my truthful answer.

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?:

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? :

2 months

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?:

Guidance is always helpful and generally gives people a realistic benchmark - otherwise we tend to be self seeking.

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?:

Not suitable

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

Difficult to comment as I don't know what the rules imposing transparency requirements state. Agree that whatever they are they have not been effective. Perhaps you need to re evaluate what you're requiring the CP's to be up front about and establish acceptable ways of achieving you're requirements. Eg it's not good enough to send customers paperwork with the 'key elements' of their contract on and omit to mention as one of the 'key element' their tariff is subject to inflation rises!

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

Yes, basically it's a bit woolly and appears to serve the provider more than the customer.

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?:

The ability to do this would please me greatly.

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, coupled with clear instructions regarding transparency

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?:

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?:

I'm afraid I don't understand what you are asking here. Does that mean they have three more months of people's money before their customers can opt out?

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

No, it's the activity of their existing customers that will have brought about this change. It should apply to all those who are still under contract but have experienced unfair price increases in the period