

Additional comments:

N/A

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, I think it is unfair that Communications Providers are able to rely on clauses in their contracts that allows them to increase the price of the contract. I do not think it provides consumers with much choice. Most if not all mobile phone companies, for example, include these clauses in their contracts. This is unfair on the consumer as there is no other choice effectively but to agree as one mobile phone service provider's contract is no different from another mobile service provider's contract. If a Communications Providers wants to rely on these clauses, then it is only fair and equitable that a consumer is allowed to terminate said contract if they do not agree to the price increase.

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 have to bear the risk if a Communications Provider's costs increases. They are in a far superior position to assess these risks and take steps to reduce the risks.

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?:

I think that Ofcom should provide guidance. As a consumer, I do not trust Communications Providers to be fair or balanced and I think they would more likely determine what constitutes material detriment to serve their own interests. I think that Ofcom should offer guidance as Ofcom is an independent party.

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 a first step and would certainly help the situation but I do not think it would provide effective and long lasting change. I would have concerns that guidance could be interpreted liberally and that Communication Providers may not follow the guidance. I think

it would be better if the rules were changed in order to force Communication Providers to comply.

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

Yes, these are not always made clear to the consumer.

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 do not think that drawing a consumer's attention to the fact that there is a clause in the contract regarding a potential price increase would protect the consumer. If all Communications Providers have this clause, how is that fair to the consumer as there is no difference from one contract to the other. Harm would still be caused to the consumer as they would have no control over what they may have to pay later on in the contract period. Without adequate protection, what is to prevent Communications Providers increasing their prices every year due to their costs increasing. If Communications Providers wish to include such an unfair contract term in a contract that will be to the detriment of the consumer, then there should be a right to cancel.

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?:

I agree that regulatory intervention should apply to all services in order to effectively protect consumers.

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 agree that the harm identified can apply to small businesses as they may not be able to absorb the price increase as well as larger companies.

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, I think it should.

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?:

Yes I agree if there is an increase in VAT for example, consumers should not be allowed to withdraw from their contracts.

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, I think paragraph 5.29 has appropriately identified all the reasons and only those reasons should apply.

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

I do not agree that Communication Providers are best placed to decide how they can communicate contract variations effectively with its consumers. I think consumers and other stakeholders could provide valuable insight on how best to communicate a change in the contract terms with consumers.

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, I do agree with this approach in the first instance.

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 welcome Ofcom's additional suggestions. I think the suggestions are fair both to the consumer and Communications Providers. I feel that the suggestions would ensure that a consumer is made aware of any changes. In particular, I agree that the consumer's right to terminate should be made clear upfront. For example, as a consumer I have found that when I have been emailed about a change, I often have to click a link about terminating or opting out and then the information about terminating or opting out is buried within the information about the change and is very difficult to find.

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? :

I agree that a consumer should be able to cancel the contract at any time until the price rise comes into effect with consumers being given at least have 30 days to decide. I think a set timescale should apply to all Communications Providers.

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?:

I agree there should be guidance.

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 I agree that not making a change is unsuitable and would be harmful to the consumer.

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

Yes I agree.

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

Yes I agree.

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?:

I strongly favour this option and view this option as the best and only fair way to protect the consumer from potential price increases. Not giving the consumer the option to leave is grossly unfair when Communication Providers have radically changed what most would view as the most important part of the contract, the price. These contracts are already weighed

heavily in favour of the Communication Provider and provides them with complete protection. I do not think it is fair then, that a clause should then be added that allows Communication Providers to then in essence re-negotiate a term of the contract, i.e. the price to the detriment of the consumer without allowing the consumer to be allowed to exit the contract.

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 I agree.

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

Yes I agree.

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

I think it should remain for now.

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 I agree.

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

It would be preferable if this applied to existing contracts. However if the new regulatory requirement had to be just new contracts then I would still welcome the change and appreciate why it can only apply to new contracts.