

Additional comments:

I think its outrageous that any company should be able to sign you up for a mobile service then hold you to ransom with price hikes. Its so wrong. If you sign up the conditions should remain the same until contract end. Its so stressful not knowing what your service provider has got lined up for you at their whim. Its wrong, please stop them being able to do this to us.

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?:

It is harmful in this day and age when everyone is living to a tight budget.

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?:

Communication providers should bear the risk. They are in the business of making profit and can forecast for profit so they can forecast for change without harming the consumer.

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?:

Of com provide guidance. I no longer trust these companies because of their ruthless behaviours.

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 only any good if it leads to penalty. Companies are adept at interpreting guidance to reword for their benefit.

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 very very much so.

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 it should.

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?:

Apply to all services. Companies will only have cause to research and create increases to comply otherwise.

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?:

The harm is likely to be better accommodated by larger business but its still unfair that anyone has an automatic right to adjust your payments mid contract.

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

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?:

Not any more

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

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?:

No. If there has to be a price hike mid contract they should allow release from that contract. The greedy companies are likely to choose to accommodate the costs or risk mass exodus of customers. If not we will all start looking for a provider with the shortest contracts or go a pay as you go deal.

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? :

3 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 exists to interpret as they see fit which wouldn't be in support of the customer.

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?:

It is not a suitable option.

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

No I don't agree.it still leaves the power in their hands so will still hold customers to ransom. Its irresponsible of any company to be allowed to vary financial agreements to pass on costs when they make such huge profits.

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

No. It will still put consumers in financial stress as they will not be able to budget appropriately and this approach will only encourage the companies to provide high end mobiles free with difficult contracts. Its just too irresponsible of them.

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?:

Agree totally.

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?:

Possibly and would support if it did.

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

Don't agree with it.

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?:

Don't agree. Its unfair to the millions of consumers who will continue to be blackmailed by the greedy.