

## **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 I agree that putting up the prices mid contract causes consumer harm. When my contract was originally agreed, I took into consideration the package I would get, the phone I would get and could plan my expenditure. I also got a work discount for my contract so it's particular galling that Vodaphone now want to up my monthly fee before the end of my 2 year contract. If they can't stick to fixed fees, then they shouldn't offer them.

### **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?:**

Communications Providers should bear the risk. Don't offer the deal if you can't honour it. The Providers offer special offers here and there to entice you to join them so they should flag up before signature that they may put the prices up. The small print in the contract is not good enough.

### **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. Consumers aren't given the chance to make an informed decision at point of contract as they Provider decides it's going to put prices up.

### **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. Consumers must be given chance to opt out of the contract if the deal that they initially made at the point of sale is changed/

### **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?:**

The guidance should allow Consumers of change contract if they don't like the new deal rather than holding them hostage. Providers should construct the deals they offer using their knowledge of the market. Don't offer deals if you can't afford them.

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

Yes. The Consumer has little chance of second guessing the profitability of the industry and whether the prices will go up in the future.

**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?:**

I agree that it will take more than transparency to protect Consumers. If prices are going to rise the Consumer needs to be informed in good time so that they can choose to go with another network offering a better rate.

**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? :**

If a Consumer has signed up to a fixed term contract then they should pay the fixed rate agreed. If the Consumer has signed up to a variable rate then the charge could go up and down. Don't offer fixed rates if you can't stick to them.

**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?:**

The regulatory intervention should just be for the fixed term services provided. We now already have in place regulations that say the Provider must inform the Customer if they are getting near their data limit and what the costs are abroad.

**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?:**

Fixed term contracts should be just that fixed term with a fixed fee. Whoever the Customer is I believe they should be protected the same. For small businesses it's very important for them to know what their cashflow out of the company is going to be so the rises to the fees affect them as well as the individual.

**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. Customers should be treated the same. For a business I hope the Provider would offer a more competitive deal to that offered to an individual.

**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 don't know why it needs a distinction. A Consumer is a Consumer.

**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?:**

The Providers are experts in their field therefore they should be able to predict their profit margins. All business have to cope with tax/VAT changes, I've not heard of any other business changing the fixed rate that was already agreed when signing contract. Our power bills go up and we the Consumers know that and sometimes there's the chance to lock your cost for a fixed period. The fixed period with fixed price is indeed fixed. If the Provider can't cope with fluctuations that are months in advance, then they need to look at their business models.

**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?:**

Natural disaster, you lose coverage in large area of the country - Consumers should not pay for a service they don't receive. The Provider would have to take these losses, they should plan for an emergency or have ensured against such unpredictable events.

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

They are best placed but the Providers shops are full of sales people giving the hard sell. It's hard enough as a Consumer deciding which multifunctional handset to buy as well as choosing the right tariff for yourself.

**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, dialogue is good. The Providers know their business best so should be able to come up with coherent plans.

**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 don't agree that there should be a variation on a fixed term contract at a fixed rate fee. However if a variation has to be applied then the Consumer must be given ample time to switch supplier. Remember it takes time to switch Supplier and get PAC codes to unlock phones. It's a very complicated process.

**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'd go for a minimum of 2 months. The Consumer needs to do their research to get another deal and get the codes to be able to switch supplier.

**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?:**

yes there should be guidance. a couple of weeks just isn't long enough.

**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?:**

I agree that this is not a suitable option. regulation is needed

**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 agree that the Consumer should be able to withdraw from the contact if the price previously agreed, goes up.

**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 it's probably the simplest way with an adequate time frame. Providers will find that a lot of people will stick with their provider as it is not easy shopping around for the new deal. It depends on how high the price rises are. The key thing here is choice. Consumer chooses to leave if the price rises are higher than they want them to be. However I still maintain that if the Provider has offered a 2 year deal at x cost, then it should honour it and absorb any price changes.

**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?:**

I'm mainly concerned with the fixed term agreements made. Fixed term contracts are already higher than most other types of service so for the cost to then change mid contract is unfair.

**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?:**

3 months would be a good length of time

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

No, it should apply to all the contracts we've already signed up to. I can see that this would mean Providers paying us back for the money they have already taken from us. Maybe those people already affected get some sort of incentive to stay with the Provider as a good will gesture rather than administering and paying all those thousands of Con