

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, you sign up for a fixed amount over a fixed time. Mobile phone companies have levied high termination charges some time which they don't make a loss charging, they're no longer providing the minutes or texts so why does it only cost 4% less?

If my employer said costs had gone up and they were going to decrease what they paid me on my contract would they be allowed to? No a contract is a contract. If the costs have to go up there should be an option to terminate without a fee.

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 communications provider should take the risk, this is the industry they chose to be a part of, no business can operate passing all of it's risk on to its consumers. We are customers of the providers, not cash cows.

They should bear any increase in costs during a fixed contract because this is an industry cost which any successful business should be forecasting before setting tariffs. If they get this wrong that is their loss. When they get this right do they lower contracts? No so why should the failure in their forecasts be put down on to the consumers?

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, if the provider cannot clearly explain the risks of the contract at point of sale then they shouldn't be handing them out. If a bank did this they'd be fined and sanctioned.

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

No, how can a communications provider decide how much money is detrimental to individual circumstances? These decisions are made by the bosses of the company which have no idea how ordinary people live.

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 solution is keep it simple, black and white.

The rule should be, no price hikes mid contract or the customer can cancel without termination fees.

There's no grey area there and it's fair. Vodafone aren't going to go bankrupt or lose money, they don't even pay tax to the UK. If they go bump, no negative implications on the UK economy.

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

Yes, if people were told at point of sale that the price could go up at the providers leisure. They wouldn't have as many customers.

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, it should be restricted that if they increase prices the customer should be allowed to cancel without termination fee's. It's a breach of contract. No other business is allowed to do this, allowing it opens it up to abuse and it will be abused. To think otherwise is to be naive of greed.

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? :

A contract should be a contract, if I turn around to Vodafone and say my personal costs have increased I'm going to pay you less, this wouldn't happen. They cannot do the same.

In a contract both parties are equal, both agree to services and monies on each side. One party shouldn't be able to say "we agree but we can change it if we don't like it in the future".

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?:

Actually I only think it should apply to line rental costs and the amount of minutes and texts you receive.

If they increase the costs of calls or texts outside this allowance then don't go over your allowance if you don't like it.

In this respect I agree with the provider.

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?:

SME's are suffering too, my opinion is it's a contract - it should be the same whoever it's for.

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 but I also think it should apply to everyone including large organisations

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, this should be forecast when they set their prices for the length of a contract. As mentioned before they will forecast price changes, they don't lower prices when they over budget so they can't be allowed to raise prices when they under budget.

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,

If an exceptional situation happened where by prices increased so much they could not possibly continue the contract at that price. They have a clause in their own contract which allows them to terminate the contract without penalty. They can then issue new ones.

You have to think about the big picture, if this very unlikely situation occurs, it would affect all other providers so everyone would have to increase prices. There would be relative loss of customers as all contracts would be terminated and new ones at higher prices.

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

No. Give them that sort of self regulation and they'll abuse it. They have no loyalty to their customers, only shareholders. The people best placed to decide this are yourselves. You have been in the communications industry much longer than most of these providers.

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?:

I think a committee should be set up with representatives of the providers as well as consumers and an agreement made. If only the providers are in talks with you, the outcome won't be in the best interest of the consumers.

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 best practice, this should be outlawed wholly.

If there was one it would have to allow consumers to leave without fees if unhappy with the price rises. Not all their consumers would leave.

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? :

If notified well by the provider of the increase at least 1 month before the rise? I'd say 3 months after the rise is fair.

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 complained and refused to pay as soon as I was notified of the increase, it could be 1 month for all I'm concerned but 3 months sounds fair.

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?:

Won't load

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

Won't load

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

Won't load

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?:

Won't load

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?:

Won't load

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

Won't load

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

It shouldn't apply anyways, the providers are not qualified to make that decision.

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?:

No it should be back dated to October where I am disputing the rises with my provider

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

I disagree, if deemed unfair then they were unfair before. It should be back dated.