

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?:

I believe that a fixed term contract should be exactly that, with no changes to the cost throughout the term of that contract.

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 should be in control.

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?:

I believe that the regulator should have more powers to control what mobile providers do and not have to wait months for the legislation to catch up. Neither so I think that European considerations should affect that decision.

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

Yes. I was not made aware before I signed my contract that the price might rise by an amount equal to inflation in each 12 month period. I mistakenly believed that the fee was fixed and binding on both parties. I disagree with my mobile provider (O2) that they should be allowed to increase their fees by up to inflation, especially when they can choose which month to use in calculating their rates. O2 chose year to October 2012 which represented a peak in inflation.

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, absolutely.

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, I think so. Your question is badly written and ambiguous. Are you suggesting that the proposed legislation should be retrospective?

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 legislation should apply to all services.

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?:

It applies to everyone.

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?:

Everyone.

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?:

Irrelevant. It should apply to everyone. Why should businesses be treated differently because of their size?

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?:

Yet again, a very badly written, convoluted question. No provider should be able to increase any of its charges during a contract.

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, absolutely not.

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

No. This should be decided by the regulator.

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, make a decision and tell them what you want them to do. I thought you were a 'Regulator'. Why don't you regulate? I subscribe to the literal definition of 'Regulator' and not the 'Supervisory' definition.

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?:

Yes, don't allow any providers to change any contract fees or conditions.

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? :

Yes, apply a set timescale. I don't care what it is.

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?:

No, not guidance, legislation.

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, this is not a suitable option.

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

By this do you mean principle 2? If so, I agree.

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

By this do you mean principle 3? If so, 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?:

Actually, because I don't believe that providers should be allowed to increase prices then a contract opt-out is irrelevant. Stop them raising prices and you won't have this problem!

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?:

No. Stop them raising prices. No arguments, just legislate.

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

See my answer to Q24.

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

See my answer to Q24.

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?:

See my answer to Q24.

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

No. Make them all retrospective.