

**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. customers are trapped into paying higher rental with no realistic option to object. cost to withdraw from contract before end is cost prohibitive.

**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?:**

If the customer is locked into a contract for 2 years then the cost should not change during that period. if the network cannot keep the costs fixed for that period, contract lengths should be reduced to a length that cost increases are not required. new contracts could then be taken out for the new rate stated up front.

**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?:**

**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.

**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?:**

**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. the companies will increase cost by the maximum available without penalty every year. it is a money making scheme with no way to get out.

**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?**  
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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?:**

if contract sold stating costs to certain numbers then this should not change during the contract term.

**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?:**

all businesses are affected although larger company's may be able to absorb cost increase easier.

**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?:**

**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?:**

contract should be only let for a term that the provider can maintain price at contract signing. any cost rises within the contract period should be covered by the provider and not passed on to customers.

**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?:**

there should not be variations without penalty free option to exit. needs to be monitored to ensure free exit option is clearly given.

**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?:**

**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?:**

as above - no variation without penalty free option to 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? :**

2 months to allow time to find alternative provider and port number.

**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?:**

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

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

yes

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

this will be ineffective because it will just be another mandatory tick box. you cannot sign up without agreeing to regular increases in your bill.

**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?:**

providers must provide penalty free exit option if they change the cost of 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

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

yes as long as sufficient notice is given to allow customer to find new contract and port number.

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

should apply

**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?:**

if it is the only way to get this changed for future contracts then ok but would be better to apply to new and existing as some people will have 2 years to go on contract with no protection.