

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 do but I think that all price contracts that are Fixed Term on the part of the consumer should also be fixed on the part of the communication provider, otherwise the consumer cannot budget. In my case BT are able to increase my prices whenever they want and by how much they want, thus causing me as a consumer enormous stress,

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 don't think that consumers should share the risk of cost increases within the Fixed Term contract, or else what is the advantage of a Fixed Term contract to the consumer. After all energy companies also use Fixed Term contracts and they seem to be able to absorb rising costs during that Fixed Term. If companies wish to increase their prices at any time, why do they lull the consumer into a false state of security by having a Fixed Term

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 I DO!!!!!!

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

I don't think that this problem should arise, and if Fixed Term contracts meant Fixed Prices (as we as consumers think it does) then this scenario would not arise

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?:

Answer as above

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

Answer as above

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 I DO !!!

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? :

Most Definitely

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?:

I think that if the consumer agrees to a Fixed Term contract , ALL the prices for the duration of that Fixed Term should be exactly that ,FIXED !!!

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?:

I think it applies to every one. If prices can rise when the provider chooses and by as much as the provider decides at any time within that Fixed Term, then how on earth can we all budget.

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?:

NO I DO NOT!!!

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?:

If a Provider is so incapable of not looking to the future of the company to the degree that he is not able to work out what losses he may incur with unforeseen price rises to him, during the Fixed Term, then his job should go to someone who has that ability. Again I ask, how do the energy companies manage??? In my opinion a Fixed Term contract that is only Fixed on the part of the provider is unfair unjust and immoral.

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

I think that if the Communication Providers agree to have Fixed Term contracts, then that should include fixed prices for that term. I do not agree that they can suddenly put up prices within that Fixed Term

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?:

Nothing will be achieved informally, why would these communication companies alter their behavior if they are not made to formally (this dose not only apply to mobile companies . I want to see BT change their ways

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 dont think that once a contract has been agreed that it should be changed or altered in any way during the duration of the contract

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 think that the provider should not be able to increase the prices at all during the Fixed Term

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?:

Answer as above

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 I do

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

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

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 dot agree that Communication providers should be able to increase prices at all within the Fixed Term 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?:

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

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

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?:

I can see that if the communication provideres are going to be told that they must comply with New rules on Fixed Price contracts , then I suppose that three months should be ample for them to adjust

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

I think it should apply to all existing contracts