**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?:**

Communications Providers should bear that risk because they are better placed to assess the risks and take steps to mitigate them. These cost increases can be passed to new customers when signing new agreements. But existing customers with existing agreements should not be responsible. If a provider is going to make a consumer sign a lengthy 24 month contract, then that is the risk the provider takes.

**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?:**

**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. These providers are only interested in selling. When you walk into one of their stores, the salesman mentions nothing about possible price increases. Indeed it is not until after you sign the contract, that you go home and read the Ts & Cs on their website. Not many people would sign a "fixed" contract if they knew prices could actually be changes whenever providers feel like.

**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

**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

**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?:**

Should be for all services included in the contract.

**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?:**

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?:**

Any price rises are to be incurred by the provider. When providers make consumers sign lengthy contracts, they take on a risk of having their supplier prices raised and not being able to pass those raises onto their customers. If they want to pass the increases onto customers, they should make shorter 6-12 month contracts, and then can pass on the increases once the contract expires.

**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?:**

Any price rises are to be incurred by the provider. When providers make consumers sign lengthy contracts, they take on a risk of having their supplier prices raised and not being able to pass those raises onto their customers. If they want to pass the increases onto customers, they should make shorter 6-12 month contracts, and then can pass on the increases once the contract expires.

## 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 be no need for communication. You cannot sell a customer a fixed contract and then say in the Ts & Cs that it is actually a varied contract. That is contradictory.

## 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?:

You need to be more strict with them. Look at the profits these companies are already making.

## 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?:

You cannot sell a customer a fixed contract and then say in the Ts & Cs that it is actually a varied contract. That is contradictory. The suggestion Ofcom passes on should be to cease this unethical practice and treat customers fairly. Pass on increases to new customers. Providers shouldn't punish existing customers, as it is the providers who insist on offering lengthy contracts and thus run the risk of supplier price increases, which should not be passed on to customers mid-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? :

## 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?:

## 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, it is not suitable.

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

Fixed should be fixed. Like many other providers in countries in the developed world, there should not be price variations in a fixed contract.

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

YES, we should be asked explicitly if we agree to price variations of our fixed contract. That way we can all say no!

## 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?:

Any increase in price should null and void the contract, allowing consumers to leave without penalty.

## 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, providers need to learn that fixed is fixed and ANY price increase for ANY reason is not acceptable in a fixed contract.

## 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?:

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