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?:

The povider shouldd bear the 'risk.' If they cannot plan thier prises correctly in advance they should exit the market and leave it to others who can.

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. There should always be consistency across different companies when they provide the same products & services.

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

It should be soley for Ofcom to determine.

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. Like many I believe that mobile contracts were fxed price. I note in hindsight that the advertising of the mobile companies is careful to make it appear fixed price without using those words.

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?:

Transparency alone is not enough. Simply making customer aware thier prices can go up does not address the issue, which is that mobile contracts should be fixed.

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?:

I believe that if Ofcom is to ban price rises and allow a penatly free exit this should apply to customers who are in contract when Ofcom makes it ruling, but whoes contact start date and price rie occured befoe a change in the rules. I should be retrospective as it would be absurd to say 'it is not allowed now but was ok for the companies to do it in the past.'

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?:

All prices should be fixed for an agreed length of contact.

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 all customers, dometic, SME and corporate.

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?:

Any definations should be used the same across the board.

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?:

The only price rise that should be allowed would be if the government of the day chnaged VAT or added / removed another tax.

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?:

No. They didn't tell me when I took out the contract that they could raise the price so I have no confidence they woud communicate decently in the future,

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. Large compnaies no longer care for best practice and so only regulation can ensure fairness

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?:

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 feel a customer should be informed of a price rise 28 days before it takes effect and that customer can then leave any time from the date they were informed until 30 days after it takes effect. In line with the engy inducstry if a customer leaves with a set period of time after the incease thier final bill should be at the old rices.

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?:

Again this should not be guidance, but regulation.

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.:

Guidance is indeed ineffective. Only regulation will work.

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

Option 3 is a no starter as it makes it all the moe complicated and increases the potential for a customer to sign up to a contract they don't fuly understand.

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 fully support the right for a customer 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

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

I believe so, but I wonder how many mobile company lawyer will find a way round any new regulation.

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

unsure.

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 shoulf apply immeditaly to anyone taking out a contract.

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

No, it must apply to anyone who has been impacted by the current round of price rises.