

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?:

I agree that it harms consumers.

Although the communication providers may put these clauses in their term and conditions, they do not make it obvious that this might happen. There is also no way for a consumer to avoid contracts with these conditions as they all have them.

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?:

Absolutely not. If communications providers are too short-sighted to see the monetary effects of their own actions or those of others then they should be entirely responsible for the costs incurred.

A mobile phone contract typically lasts 18 to 24 months. Not being able to take potential rises into account for such a short space of time is a fault of their own accounting departments and not the consumer's.

Prices should be increased when contracts come up for renewal or it should be explicitly stated that contracted payments are variable.

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?:

I agree that it harms consumers.

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

A company's definition of material detriment is never likely to be as realistic as one provided by an impartial source. Therefore, where possible, a definition from Ofcom would be of benefit to the consumer.

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 could not say how much it is likely to help. I feel that knowledge of potential rises prior to signing a contract would be the greatest benefit.

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

Yes, I think this damages consumers trust in companies and in regulators ability to safeguard consumers.

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 would be a big step in the right direction and would solve a great number of consumer's grievances. Knowing the highest amount you will have to pay (i.e. how much the operator can increase the price before one is released from contract without penalty) would help consumers to balance the risks and make a properly informed decision about whether the contract is suitable/realistic for them.

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?:

Depends how the product is marketed. If it made clear to the consumer where price rises are a potential then particular services should be treated differently. As it stands currently (where nothing is made clear) regulatory intervention should apply to price increases in relation 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?:

I think the price rises affect everyone, regardless of the size of their operation. So, no, I don't agree.

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?:

I do.

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?:

I do.

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?:

Yes.

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, because they currently seem incapable of it.

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?:

If this leads to meaningful change then yes. However I suspect it will not.

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?:

No.

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? :

A set timescale would help consumers to know their rights - this would be my preference.

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?:

I think 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?:

I agree.

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

I do.

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

I do.

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 think this would be a good thing.

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?:

I do.

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

I do.

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?: