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. A fixed contract has fixed price and term. If telecom companies want to enforce strict fixed term by imposing heavy early cancellation fees, they must be held up to the fixed price mentioned in the contract.

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 must bear that risk. If they cannot assess he cost increase, then they should not be allowed to offer such long duration contracts. This applies to contracts in every other businesses, communication providers are no different.

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

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

No. Ofcomm must provide guidance. Any change in terms of contract makes contract null and void unless it is renegotiated with the customer

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?:

Consumer harm determination is quite subjective and will differ based on personal circumstances. My view is: Any change in contract terms should terminate the contract.

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. These are never explained to consumers when they sign-up for the contract.

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?:

Contract price increase should not be permitted once agreed.

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?:

This applies to everyone including larger businesses.

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?:

Yes

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?:

Do not agree. If they cannot forsee price rise, they should not be allowed to offer long term contracts.
Every business that deals with contracts have to manage cost of operating a business. Comm providers are no different. They cannot be allowed to unilaterally increase prices without renegotiating with consumers.

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?:

None. Every price rise must be treated as termination of contract.

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

No. Their sales persons never inform customers about such contract terms.

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. Rules must be changed to stop mid term price rises.

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? :

Probably 30 days cool off period should be enough.

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?:

Price rise must be communicated to consumers atleast 30 days prior to price increase. During this period, consumer should be able to exit the contract without penalty.

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. This option is not suitable at all.

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.:

Yes

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?:

This is the solution. Contract price increase means contract is null and void and hence consumer should be able to exit the contract without any penalty. This should also be applied retrospectively to the contracts that were affectd by price rise recently, i.e. O2

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, Absolutely

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

Yes, Absolutely

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

Any change is tems of contract that affects the consumer must provide an exit option to consumer without penalty.

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. This should be in effect immediately and must also apply to recent price rises. Providers have indulged in unfair business practices by not informing consumers about price rise clauses during the sale of contract.

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

No. They must apply to all existing contracts.