

Title:

Mr

Forename:

David

Surname:

Booth

Representing:

Self

Organisation (if applicable):

Email:

What do you want Ofcom to keep confidential?:

Keep nothing confidential

If you want part of your response kept confidential, which parts?:

Ofcom may publish a response summary:

Yes

I confirm that I have read the declaration:

Yes

Ofcom should only publish this response after the consultation has ended:

You may publish my response on receipt

Question 1: Do you agree that it is helpful and appropriate for Ofcom to issue guidance on the application of the Regulations to consumer contracts for communications services?:

Bit of a one sided question Ofcom. Of course i agree it is appropriate for Ofcom to issue guidance, but only helpful if Ofcom is up to the task.

I also think Ofcom should be going alot further than just issuing guidance, it should be using regulatory powers.

Question 2: Do you agree with Ofcom's proposed guidance regarding core terms and transparency?:

No. It is a little late for transparency when the additional terms must be agreed to otherwise the consumer will lose the main contract and the core terms will then mean nothing.

Question 3: Do you agree with Ofcom's proposed guidance (including any administrative thresholds we have set) on non-core terms to which we apply the test of fairness?:

No. Because as i stated above the non core terms can now over ride the main contract. Consumers have to be confident that nothing can be added 'willy nilly' when agreeing to the core terms. A company cannot make it up as it goes along. Where was the test of fairness when a BT customer has to pay £4.50 to process one payment, whereas if its monthly it's only £1.50 to process the same one payment.

Question 4: Are there any other issues that are covered by the Regulations which Ofcom should give guidance on?:

Yes there is. Ofcom you talk about fair competition all the time, but where is your guidance on the competition act 1998 and the relationship it has in this instance to BT?

In chapter II of the competition act there is a prohibition that prevents BT adding supplementary obligations to the core terms in the residential contracts belonging to it. For your convenience i've pasted it below;

CHAPTER II ABUSE OF DOMINANT POSITION

d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of the contracts.

Without much difficulty the above can be applied to the new BT Payment Services contract. If it can be proved that BT has broken the above prohibition then the implications are very serious. Why have you missed this prohibition Ofcom?

Additional comments:

In the freedom of opinion i expect Ofcom to publish my contribution. If for some reason you cannot then you must state the reasons in an email to myself. Thank you Ofcom for giving me the chance to voice.