

Dear Ofcom,

I have read your notes on additional charges with great interest and fully support the work you are doing. I agree that 'hidden' charges are not fair, and should be highlighted to the customer prior to their agreeing to a contract. Most consumers do not read the terms and conditions of a new contract either because the language is too technical, the text is too long and / or they feel pressured to 'get on with it'. I strongly believe that companies know customers will not read the terms and conditions, and use this as an opportunity to 'bury' charges. I think the companies know full well that this is the kind of information that customers would like to have pointed out to them, above and beyond the 'standard' content.

I live in rented accommodation and recently moved house. At my previous address I had a BT landline, and received Tiscali broadband. I signed up for Talk Talk, but then had to cancel it when I was notified that my landlord wish to move back in to the house. Talk Talk provided excellent service, and cancelled my newly set up contract with them immediately (I was still within the initial 28 days) at no charge. They even refunded part of the money I had paid them. Tiscali however, continued to charge me, and tried to take further amounts from my bank account by Direct Debit. I had cancelled my Direct Debit with them, after a member of their customer services advised me that was likely to happen. I have since had warning letters and reminders from them demanding the money. I had to call them, and then provide letters from Talk Talk proving the activation date, for them to agree that they were not owed any money. They have since apologised and have said they are investigating the issue (apparently it relates to the way that Talk Talk set up an account without informing Tiscali. However I would argue they should simply close the account from the date that I asked, and not take it upon themselves to continue 'providing' me with something until they think someone else has taken over the line).

At the new house, the previous tenant had signed up with Talk Talk in May and was locked into a minimum 18 month contract. (I moved in, in September). I spoke to Talk Talk at great length in an attempt to cancel the account, and set a new one up in my name. Talk Talk said they were unable to do this. While the previous account was still active, I would not be able to set up a new one. My only options were to

'take over' the previous tenants account, or have BT disconnect the line and set up a new number. The later option has several disadvantages. It is likely that changing the phone number of the property, by disconnecting the line and setting up a new one, would have been against my tenancy agreement. When you reconnect with BT you are automatically entered into a minimum term contract, which you have to pay to get out of. There are also charges for setting up the line, and the process can take several weeks at each stage. I calculated it would be substantially cheaper and quicker to pay the direct debit on the existing account. I also had to settle the outstanding balance on it (still less than the disconnection route). I also was thereby prevented from claiming the benefits that you receive for signing up to a new deal (Talk Talk were offering a free freeview box with Satanta at the time). My main problems with these events, are that I was punished by the company for the previous tenants actions. That to set up a new account would have taken almost £200 and up to three months to complete (really it was the time delay that was worse), and that reconnecting a line means you are automatically locked into a contract with BT. This seems to be very anti-competitive, as BT are still in a monopoly in that respect. I would prefer the company (in this case Talk Talk) to manage this aspect for me – I appreciate the charges may be similar, but I would expect the time frame to be reduced. I would also like to see Talk Talk actively pursue the previous tenant for monies owed, while allowing me to set up a new account, with all the benefits that entails.

It did not occur to me to complain to you at the time, so I hope some of my comments and feedback will be of use to you now. I am happy for you to use it in anyway you see fit, however I would prefer my name to be kept out of it, or shortened to just 'xxxxx'. Please feel free to contact me for more information, if this would be of help.

Kind regards