

SYNOPSISOFCOM - Government Appointed

Function defined in PART 1 SECTION 3 of  
THE COMMUNICATIONS ACT 2003 (c.21)

(1) -----Principal Duty of OFCOM

(a) to further the interests of citizens

(b) to further the interests of consumers

(4)

(i) the needs of persons with disabilities,  
of the elderly and those on low incomes

OFCOM should have taken action when it was known  
to them that BT had evolved a scheme which was  
**UNFAIR** and oppressive to those described in  
PART 1 SECTION 3 (4)(i):

OFCOM has not comprehended that BT's method is not  
identical to other schemes within the industry,  
giving discounts is not necessarily wrong but BT  
is not giving discounts:

OFCOM has not diligently assessed the transparently  
false assertions by companies who lobby for Direct  
Debit and then complain of administrative costs  
"when a Direct Debit does not go through"

OFCOM has not been diligent in assessing the  
implications of BT's actions as set out in paragraphs  
3 and 4 of Ofcom's own letter dated 21.08.2007;  
removing £3:00 from the rental charge and creating a  
£4:50 Payment Processing Fee amounts to VAT AVOIDANCE  
aided and abetted by Ofcom; BT is defrauding the  
public purse to enrich its shareholders.

cont...

SYNOPSISDEFINITION OF "LOW INCOME":

X A single State Pensioner of 75 years living alone in 2006 could only claim a maximum state pension including benefits, of £114:05 per week, £5930:60 per year which X did not utilize his income tax allowance of £7220:00; the figures will have changed but the percentage differential remains static; these are persons who cannot afford internet or E-mail facilities and mobile telephones, they rely exclusively on their land-lines.

OTHER SUPPLIERS

Our Electricity and Water suppliers both give discounts for prompt payment and do not charge for payment by cheque or via the Post Office etc: We are not connected for gas.

LEGAL ISSUES - OFCOM has not addressed these in its Review.

BRITISH TELECOMMUNICATIONS plc:-

In 2007, without prior notification and FULL DISCLOSURE to its customers, created a private company "BT Payment Services Limited", a cynical and devious action involving VAT avoidance:

"BT Payment Services Limited" was not in Companies House 2007 Register which rendered it immune from inclusion in Companies House' "Current Appointments Report" on which the name and private address of its Director would appear: Finally, in UNDATED "Terms and Conditions" received on 22.02.2008, some of which is unreadable, the print being inexcusably minute and feint, a Registration Number was disclosed and does appear in Companies House 2008 Register: By reference to THE FINANCIAL SERVICES(Distance Marketing) REGULATIONS 2004 in those Terms and Conditions, British Telecommunications plc claim that "BT Payment Services Limited" is a Financial Services Provider but according to the FINANCIAL SERVICES AUTHORITY it is not regulated by them; by claiming financial status the Limited company avoids payment of VAT and misleads consumers: The particular Regulation(s) relied upon was not disclosed.

SYNOPSISBRITISH TELECOMMUNICATIONS plc, cont:-

IS the service provider, entitled to payment for that service; the consumer is entitled to pay direct to the provider and not obligated to pay to a Private Limited Company not involved in the supply of the service:

The Provider's Name and Registered Office address is on page 2 of their bills;

"British Telecommunications plc-81 Newgate Street  
London EC1A 7AJ":

We have made and will continue to make PAYMENT IN FULL to British Telecommunications plc for the service provided, Line Rental and Call Charges, by cheque payable to them crossed A/C Payee, the method we have used consistently for 57 years, 31½ of which for the service provided at our present address; it has been admitted by the provider in its letter dated 15.09.2007 that we are prompt payers, and that prompt payers are being penalized to compensate the provider for those who do not pay promptly: The Payment Processing Fee is not an additional charge, it is not made by the provider, it is made by a Private Limited Company, BT Payment Services Limited as stated on the telephone bills: We, in common with a large proportion of other consumers, do not choose to pay by other than automated methods, we are paying by our usual method which has always been accepted previously; it is consumers who choose to pay by automated methods who make the choice:

We do not have a Contract or Agreement with BT Payment Services Limited and as we have not made any payment to them, no such agreement exists:

Customers who have paid their bills promptly for many years cannot be described as "risky":

cont...

SYNOPSISBRITISH TELECOMMUNICATIONS plc, cont:-

Claim that there is no follow-up procedure with Direct Debit, but according to the Ofcom Review Direct Debits do not always go through:

Claim they collect Direct Debit payments 10 working days after the bill date; our January bill dated 15.01.2008, received by us on 18.01.2008, cheque payable to British Telecommunications plc-A/C Payee posted first class 21.01.2008, paid into their bank by Automated Bulk Credit Clearing on 23.01.2008, 6 working days; Due date 26.01.2008: The "Direct Debit" theory is FALSE:

Refers to "contractual relationship"; there has been a land-line service to our property since approximately 1928 which we have used since 1976 but have not had sight of the original contractual agreement:

The UNFAIR issue is a strong one, it not only targets the most vulnerable in society, but it does not cost £4:50 to process a cheque or cash:

LEGAL ISSUES DEFINED

VAT - By removing £12:00 per year from the Line Rental Charge, British Telecommunications plc is defrauding the Public Purse of £2.10 per consumer per year whilst increasing its own profits by £18:00 per consumer per year, via its own creation, BT Payment Services Limited:

The "Change in Contractual Relationship" and the "Contractual Agreement" British Telecommunications plc seeks to impose upon consumers are UNFAIR under Regulation 5 of the "**UNFAIR TERMS IN CONSUMER CONTRACTS REGULATIONS 1999**"; *S.I. 1999 No. 2083* "Change in Contractual Relationship" must not depend on the will of the supplier alone; Schedule 2 - 1.(c);

"A Contract or Agreement" must comply with normal legal requirements, must be individually negotiated, not drafted in advance when the consumer is not able to influence it, and must not be to consumers' detriment:

cont...

## SYNOPSIS

### LEGAL ISSUES DEFINED cont:-

The undue influence used by British Telecommunications plc contains an element of blackmail by intimidation, the most vulnerable in society will not realize they are being tricked, which is the plain basic truth:

Although Ofcom refers to ADR Schemes, British Telecommunications plc by Item 11., in the intended "Agreement" excludes consumers' rights under any such scheme.

## CONCLUSIONS

- 1) OFCOM has failed to fulfil its PRINCIPAL Duty, to protect consumers; whilst apparently accepting that prompt payers should not be penalized to compensate BT for those who do not, OFCOM has not taken any action.
- 2) OFCOM has not investigated the legal issues.
- 3) BRITISH TELECOMMUNICATIONS plc is a classic example of a Powerful Organization victimizing the most vulnerable.

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1st., MAY 2008