# Prohibiting inflation-linked price rises: further responses to our December 2023 consultation

## Individuals' responses

| Response | |
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| 1 | Please see attached consultation response. As a consumer I have been concerned about this issue for some time and I am pleased that Ofcom is proposing to resolve it. |

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes I agree |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Yes I agree |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | I strongly agree with Ofcom's assessment of consumer harm. However there is another unfair anti-consumer feature of inflation-linked price variation terms. Because these terms tend to increase prices at a rate **higher** than the inflation indices, and prices for these services are themselves a component of the inflation calculations, these price variation terms actually **'bake in' a price spiral.** If prices for all goods and services were set through this approach then inflation rates would be constantly increasing!<br><br>My personal experience with inflation-linked price variation terms is recently when renewing my contracts for broadband and mobile phone services with Virgin Media O2 I was very concerned that despite accepting competitive prices with them to continue my services, I was taking on a very |

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| | | significant and unpredictable risk that the prices would automatically increase to an uncompetitive level and I would still be locked into the contract. It felt highly unfair that I as a consumer was being expected to take on that risk and that there is a minimum increase in the contract but not a maximum increase! | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Yes I agree with Ofcom's conclusion. | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes I strongly agree with Ofcom's proposal. This will enable consumers such as myself to have certainty over the actual cost of a subscription for the full contracted term. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes I strongly agree with Ofcom's proposal. This will enable consumers such as myself to have certainty over the actual cost of a subscription for the full contracted term. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the** | Yes I strongly agree with Ofcom's proposal. This will enable consumers such as myself to have certainty over the actual cost of a subscription for the full contracted term. | |

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| | **Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes I strongly agree with the proposed additions and amendments. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes I strongly agree with the proposed additions and amendments. | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes I strongly agree with the proposed implementation period. | |
| 2 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | I absolutely agree. Contract terms that involve inflation linked data, such as CPI, invite consumers to engage in risky future analysis of the effects of the economy on their expenses, for which most do not have the resources, inclination or understanding to carry out.<br><br>It should be the role of large companies (i.e. providers) to make these predictions, and to | |

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| | | | take the risk. That is what stockholders and the markets are there for.<br><br>It is both unfair and against market practice to apply such rules involving unknown future data to consumers.<br><br>But I would go further than OFCOM propose, in case providers are not inclined to go by the spirit of the proposed amendments, and explicitly state that *any* rules based on unknown future data, whether inflation-linked or otherwise, should be banned from consumer contracts. To my mind, any such future-based rules should be *explicit in pounds and price, and not expect consumers to predict future behaviour of the macroscopic economy, commodities, the stock market, or of any other artifact, physical or otherwise.* | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the** | Y | |

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| | | **Commitment Period shall have effect?** | | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | | |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – Y / N | |
| 3 | | **Question** | **Your response** | |
| | | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y | |
| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh** | unsure | |

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| | | **language no less favourably than English?** | |
| | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |

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| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y<br>Yes. We also need to avoid a situation where providers get round the new rules by all switching to contracts that offer a low initial price, but allow unspecified price rises on the basis that the consumer may cancel at any time. In this scenario, the initial price would become meaningless, and people could be forced to either swallow enormous price hikes or switch broadband every couple of months with disruption to connectivity. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Y | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y | |
| 4 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N | |

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| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – No Comment | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – Y | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y But I will go further I believe it is unfair practice to expect a customer to sign up for a fixed period at a set price without the option to cancel contract if provider wishes to increase costs in contract period to any amount not clearly detailed in £/p when contract initially signed. I think it should be like energy fixed deal where both parties agree to set prices for a set period these are clearly set out when contract signed, and conditions set and unchangeable for period agreed. Provider should not be able to change terms of contract after contract agreement date this I believe is an unfair and unbalanced contract. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the** | Confidential? – Y | |

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| | | **Commitment Period shall have effect?** | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – Y |
| 5 | | **Question** | **Your response** |
| | | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Not qualified to judge this |
| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Not qualified to judge this |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes strongly – but a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. It should be banned for BB/mobile providers.<br>Mid contract price rises are sharp practice if not a racket by BB/mobile suppliers. The system worked perfectly well for the consumer when the monthly price advertised was the price the consumer paid for the duration of the contract. Just ban mid contract price rises and bring back competitive contract duration pricing to the BB/mobile market. | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | yes | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. | |

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| | **during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers. |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes but disagree with your proposal - a contract is a contract at an advertised price and mid contract price rises should be banned. It is banned for electricity and water providers.yes |

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I can see no grounds for broadband and telephone providing companies to have a regulatory regime that embodies any mark-up during the term of a contract.

It is perfectly possible for such companies to hedge their capital and financial operating needs for up to three years in advance, or to obtain capital through the capital markets that has a fixed rate of interest. This is what they should do to ensure the prices they charge to customers are kept constant over all periods of contracts which are offered to customers. The same mechanisms are used by the myriad of companies that offer housing and other mortgages with fixed rates for 2-3 years.

What other regulated industry is permitted to raise its prices in-contract at an index of inflation plus a set high percentage above that rate of inflation? The energy suppliers offer fixed-rate contracts with fixed standing daily charges and unit rates so why cannot broadband and telephone providing companies? The railways used to have an annual formula for increases in rail fares of RPI+1% but that was to offset a loss-making activity which broadband and telephone providing companies are not. The CPI inflation plus an additional (usually) 3.9% allowed currently for broadband and telephone providing companies just translates either into straight profit or higher bids for broadband and telephone wavelength awards both of which need resisting. Just how was 3.9% settled on in any case? Is not 3.9% above inflation a grossly excessive percentage? I think so for services that are increasingly obligatory to have rather than discretionary expenditure. Remember the NHS frequently assumes one has a mobile phone with an extant contract.

The current advertising of contracts by broadband and telephone providing companies, with information on the annual review of tariff revisions each year tucked away as obscurely as

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| | possible, is misleading to customers. Customers should know their fixed tariff for the whole term of the contract from the outset.<br><br>Further, I would add that the current annual increase in the contract price on as a set date in the year is discriminatory between those who take out a contract in say April, May or June relative to those who take out a contract in say December, January and February in any 12-month period. No increases within the contract period would eliminate discrimination.<br><br>Corollary with the current unavoidable ratcheting up of contract tariffs once a year is the exit charges levied by broadband and telephone providing companies for early exits. These need to be lowered to match the actual cost to the company of terminating a contract which I suggest is close to nil. It is your role to ensure that happens.<br><br>You need to show the capacity to regulate both increases in tariffs within contract terms to zero and also the exit charges levied for early backing out of contracts by customers also close to zero. My understanding is that you are supposed to act in the interest of customers: they need to be able to budget prudently and not take the risks of in-contract inflation linked or other price hikes. |
| 7 | I am submitting a text response to your consultation because, to be honest, it is too burdensome to follow your instructions.<br><br>I am a normal telecoms user. My household has 4 mobile contracts and 2 4G data contracts for home internet services.<br><br>I detest the arrogance with which telecoms companies will only offer deals on 1+ year contracts with an in-built CPI+x% increase annually. I want a fixed price contract just like I get with my mortgage, my energy, etc. This industry is not unique, it can work like any other.<br><br>Ofcom is the regulator. You need to ban these in-contract price rises. Companies exploit regulations to their benefit (I used to work in a regulated industry). If Ofcom allows them, the companies will use them - to their benefit and not to the benefit of the consumer. So Ofcom should ban in-contract price rises. Full stop. |
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| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh** | Yes |

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| | **language no less favourably than English?** | | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes. However Mid contract prices rises should be banned altogether. Particularly damaging to the consumer is the addition of an extra 3.9% over and above inflation. Ofcom should immediately ban this outrageous practice. | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Yes. However mid contract prices rises should be banned altogether. Please see my response above and ban the outrageous additional 3.9% over and above inflation. | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes but it doesn't go far enough. Mid contract price rises should be banned altogether. The market should operate in the same way as the energy market does. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes, but my submission is that price rises should be completely banned while a contract is in effect. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period,** | Yes, but my submission is that price rises should be completely banned while a contract is in effect. | |

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| | **that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes | |
| 9 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – N<br>NO. An appropriate intervention could have the described impacts, what Ofcom propose will not be effective. | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N<br><br>No response | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – N<br><br>Yes. However, by focusing on the "inflation linked" aspect rather than "significant and unsupported" price variation immediately leads Ofcom towards the wrong conclusion. The consumer harms are essentially the same if during a fixed term contract I have | |

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| | | | an inflation linked price rise of £4.50 a month, or if I have an absolute and arbitrary £4.50 a month increase that is not inflation-linked. I work within another regulator, and I'm horrified at this consultation – 89 pages of verbose drivel that in the end will still result in telcos selling fixed term contracts which contain large price rise terms without the consumer being able to renegotiate or cancel the contract. Are you not ashamed of this? | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? –N<br>No. The £/p proposal is not proportionate or appropriate in terms of promoting consumers interests, and the analysis is flawed because Ofcom have failed to recognise that a fixed term contract imposes risks to consumers (eg still having to pay the bill even if they lose their job or their income falls) yet the provider can impose whatever increase it wishes, simply by including it in the original contract. You've read the Merchant of Venice, I take it?<br><br>If you wanted to rebalance and make the contracts fair, then the simple solution was to leave the RPI+lots arrangements in place but to mandate that even though specified in the contract, consumers could renegotiate or cancel without penalty. | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? –N<br>Yes – but on what planet would significant contract terms not be required to be communicated during the formation of a contract? | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if** | Confidential? – N<br>Yes – again, on what planet would significant contract terms not be required to | |

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| | | **the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | be communicated during the formation of a contract? | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – N<br>Yes – again, on what planet would significant contract terms not be required to be in the legal information? | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – N<br>No, absolutely not. Ofcom have identified a genuine problem (under duress from Which?), and the proposed changes are not to address price hikes during a fixed term, but to have providers still impose unavoidable future price rises, and simply unlink them to inflation. I take it Ofcom's policy team live nice middle class lives, and don't have to worry about the fact that (1) Telecoms contracts include onerous price increases with little or no competition between providers on this, or (2) that having had little choice to avoid such terms, the consumer can't reject the increase and shop around. | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – N<br>I would agree that the guidance tells providers how to implement the new regulation, but why bother when the proposals fix nothing? | |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and** | Confidential? – N<br>Four months is a reasonable time for any competent private sector company to implement the changes, but it is a pity the changes won't protect customers. | |

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| | **the changes to GC C1 and guidance?** | |

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As an ordinary user and customer of both Virgin and Sky at different times, I totally agree that all these companies profiteer and take advantage of trapped markets, which they work hard, and often sneakily, to retain and exploit.

Just as much of a problem are the obstacles and hurdles they put in the way of negotiating, changing, challenging and getting out of arrangements by their impentrable customer services . Phone calls are queued, agents can be difficult to understand, their IT systems block and railroad any sensible discretion, Virgin have a WhatsApp system which times out if the customer does not respond promptly, while they can take hours to do so. Customers know that trying to contact them can be so frustrating they often don't bother.

These feel like deliberate policies, but all create huge failure demand - hence cost - for them anyway. If you could tackle this as well as up front fair pricing it would greatly benefit customers

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| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – N. Yes I agree with your conclusion, and it can only be of benefit in your duties to support & consider various vulnerable groups etc. However I believe your proposed intervention should be more dynamic – please see further comments below. |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – N. Yes I agree with your conclusion. |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – N. Yes I agree with your conclusion. I have a live example which occurred recently: My mother is 86 and lives alone & I help her manage various tasks including bills. She received a call from her current telecoms provider BT on Jan 29th – I wasn't present when she received the call but I became aware of it after receiving a text from BT on my mobile (I have my mobile logged with her utility providers so I can monitor activity). The text stated 'thanks for your order'. I contacted my mum and asked what the call was about – her |

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| | | | understanding was that it was just a 'service call' and nothing had changed. I advised her that it appeared BT had just signed her up to a new 2 year contract. She was shocked to hear this. I phoned BT and described my extreme disappointment at their sales tactics and insisted they revert back to the original contract. They were not pleased with my intervention and did not appear to acknowledge their bad practice but have reverted to original contract. My annoyance was that her original 2 year contract expires July 17th 2024 yet BT signed her up to a new 2-year contract during that call on Jan 29th – that's at least 5 months early before contract expires – why? My intention had been to review her contract during late May and then perhaps move to a better value provider like BRSK or TalkTalk – the value for money aspect from BT is very poor. It appeared to me that BT have perhaps a policy of trying to renew contracts early to reduce customer churn. The main reason for mentioning this incident here is that she was completely unaware of the inclusion of the auto % inflation increase within the new contract. I have requested a transcript of the sales call from BT, perhaps within the call there will have been mention of the auto % inflation increase but nevertheless my mum was unaware of it when I reviewed it with her. I asked BT to raise my issues as a formal complaint but they stated there was no justification to do so and refused. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – N. Yes I agree with your conclusion. | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core** | Confidential? – N. My answer to this I think covers questions 5, 6, 7 & 8. Certainly the % increase inflation practice should be prohibited. In terms of core price & allowable in-contract price amends surely there is a simple approach – by all means allow price changes just as long as they are clear - and insist on a simple prominent table stating core price, increase if any with date and new price £/p (not %) and importantly a total summary cost (you don't seem to have this summary cost within your proposals?). Here's a quick simple example for a 24 month contract: | |

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| **Subscription Price shall have effect?** | |

| A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|
| | | | Period 1 | | Period 2 | |
| Item No. | Service | Sumary of service | Core price per month | Effective from: | Price will increase to: | Effective from: |
| 1 | Landline | See note 1 | £10 | Jan 1st 2024 | £12 | Jan 1st 2025 |
| 2 | Broadband | See note 2 | £40 | Jan 1st 2024 | £42 | Jan 1st 2025 |
| 3 | TV package | See note 3 | £50 | Jan 1st 2024 | £55 | Jan 1st 2025 |
| 4 | Other service | See note 4 | £10 | Jan 1st 2024 | £10 | Jan 1st 2025 |
| | | Total | £110 | | £119 | |
| | Note 1 | Unlimited calls to landlines, £0.10p pm for mobles etc etc. | | | | |
| | Note 2 | Estimated average speed download of 50MB, unlimted data usage, Upload speed etc etc | | | | |
| | Note 3 | 50 channels inc. Sky Sports etc etc | | | | |
| | Note 4 | Guarantee 24hr technical fix | | | | |

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| **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – N. See 5 above |
| **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – N. See 5 above |
| **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? –N. See 5 above |
| **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – N. See 5 above |
| **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – N. No I don't agree fully – yes, you'll need to allow 4 months for your changes to new contracts, this will be commercially necessary, but why not at same 4 month period insist on those providers who have caused this issue in the |

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| | | | first place e.g. BT, VM etc. to release all customers on % increase contracts to allow them to change provider if they so wish. You quote various research that shows many customers were not aware of this increase, so it's just another example of mis-selling so put it right by insisting on the customers' right of release from contract. You as the regulator have the power, and it would act as a deterrent to the telecoms market against future bad practice. Plus, it rewards & encourages those suppliers who have resisted the temptation to adopt this anti-competitive practice like BRSK (they have less work to do as no system change), whilst showing to those that adopted it that there are consequences e.g. BT who will have more work to do to fall in line. I would also suggest you introduce a requirement for providers to publish their current Trust Pilot score on contracts, marketing and sales communications – this would highlight those suppliers providing good service & encourage customers to consider shopping around – I notice BT's current score of 1.4 contrasts somewhat against BRSK's score of 4.7.<br><br>I would like to state I have no connection whatsoever to the telecoms market and have never worked in it, all my opinions and comments are based purely on my experience as a retail customer. I am happy to be contacted at any time by whatever means should you wish to ask me anything. | |
| 12 | | **Question** | **Your response** | |
| | | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y | |
| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Y | |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the** | Y<br>I would also like to see the “total cost” over the term of the contract included within the contract information. I do not believe this needs to be in the summary, or headline information, but this would be a small change for providers, but one that would add a lot of clarity for consumers. | |

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| | **Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Y | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | N4<br>I would propose that this date be brought forward to two months from the date of publication. It is my view that the "risk" (to providers) of the regulator taking such a step should already be built into business plans, especially since this consultation is underway and the investigation process involved providers. As such, a 4 month implementation period is too long considering the scale of consumer harm. | |
| 13 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?** | Confidential? – Y | |

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| | **We invite evidence from respondents on the matters addressed in section three.** | | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y | |

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| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | N<br>Telcos know the change is coming so the time following announcement & its implementation should be as short as possible. | |
| 14 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | yes | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | undecided | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | yes | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | yes | |

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| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Prefer a fixed price for the term of the contract. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Prefer a fixed price for the term of the contract. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Prefer a fixed price for the term of the contract. | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Prefer a fixed price for the term of the contract. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new** | Prefer a fixed price for the term of the contract. | |

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| | **requirements (see detailed amendments in annex 6)?** | | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Prefer a fixed price for the term of the contract. | |
| 15 | I would like to start off by mentioning that I have dyslexia and am therefore not going to go through the whole pdf and the questions. A short video explaining everything would have been very nice indeed.<br><br>I would like to start off by saying that when you get a fixed electricity or gas contract you don't have a price increase in that time frame. When you get a fixed mortgage you also do not have any price increases during that time.<br><br>What I don't understand is why there is a difference when it comes to broadband and phone contracts. As in why should there be any price increase within the contract period.<br><br>There are some other points that I would like to mention in terms of broadband that are not really relevant to the consultation but that I find important.<br><br>I understand a little while back, ofcom changed the rules for what was allowed to be called fiber. I always found it annoying that telecom companies marketed inferior products like FTTC, G.Fast and coax as fiber and would like to thank ofcom for changing this.<br><br>Now, I don't understand why all FTTP services are not symmetrical as in if you get a 1gig connection you should get 1gig up and down, as the fiber itself can do that and it would seem to me to be a restriction that is unnecessary and bad for the consumer.<br><br>On the topic of restrictions that I believe are unnecessary and bad for the consumer, I also don't understand why if the infrastructure in an area is "gigabit capable" the standard and single tariff on offer is not gigabit. As far as I can tell the cost for the telco is the same no matter what speed the end consumer gets within the capabilities of that line.<br><br>I would also like to mention some things that I see as problematic when it comes to the rollout of proper broadband. As far as I know, if one telco builds gigabit capable broadband in an area that then disincentives other telcos to build in that area as they won't be able to get government funding.<br><br>The reason I think this is problematic is that there are areas where one telco for example, Virgin Media is the only provider of broadband that is faster than the typical speeds of FTTC. Now, as of such, I have no problem with virgin media (other than that they use coax, not FTTP, and that the speeds are asymmetrical) but the problem is that if for example you find a good deal with BT, but you can still only get the speeds that Openreach can offer, which can be much slower (as can be the case with FTTC).<br><br>It seems to me that a system where the infrastructure is separated like with electricity and gas would be better, as long as there are good regulations of what is allowed. | | |

16

Dear Ofcom,

**Review of inflation-linked telecoms price rises**

Over the years I have responded to a great number of consultations, in particular those relating to aviation where I have a special interest. I have never before come across such a poor piece of work where the only permitted responses to the 10 consultation questions are Y or N. This consultation is a travesty!

I agree that the concept of a mid-contract price increase where the amount of the increase is unknown is immoral.

Virgin Media:
*The amount the monthly subscription charges will increase by will be the Retail Price Index (RPI) rate of inflation plus an additional 3.9%. This increase will apply to the monthly subscription price you're paying at that time and to the monthly price payable after the expiry of any applicable offer or discount*

*The RPI rate will be the January RPI rate that's announced by the Office for National Statistics in February of that year*

The 3.9% alone amounts to 21% over only 5 years.

I think that the automatic increase in price of a fixed percentage on top of RPI is wrong. In fact any contract term demanding a fixed percentage increase in price each year is wrong. It has been the practice in some leases and government has taken action. Ofcom should similarly take action to link price increases to actual increases in cost.

1. The supplier should not be permitted to increase prices mid-term by any fixed amount that is not linked to profitability.

2. It is an unfair contract term to require customers to pay an unknown amount of increase in charges. The OFCOM ruling should be retrospective and apply to 2024 increases.

17

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | No opinion |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Emphatically, yes. Why is the telecoms industry insulated from economic changes? The market is very near saturation as current price competition for SIM only and broadband services indicates.<br>Given the relatively short duration of these contracts, I see no reason to allow any price variation at all. I would also like to see an obligatory option of a single up-front price, or for longer contracts, an annual price. | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | I'm confused – I responded on IA above. Presume you mean the Impact at Section 4 4:56 – 4:86? If so, yes, I agree, noting however, that it is subject to responses to the consultation. | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes, though I deprecate the use of the term "subscription" (in the context of the "commitment") which suggests that the relationship is akin to that of a learned society or magazine, rather than a commercial contract of increasing social, economic and safety impacts. "Price" is a sufficient term for the consideration.<br>Given the relatively short duration of these contracts, I see no reason to allow any price variation at all. I would also like to see an obligatory option of a single up-front price, or for longer contracts, an annual price. | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes, though see comment above on "subscription".<br>Given the relatively short duration of these contracts, I see no reason to allow any price variation at all. I would also like to see an obligatory option of a single up-front price, or for longer contracts, an annual price. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription** | Yes<br>Given the relatively short duration of these contracts, I see no reason to allow any price variation at all. I would also like to see an obligatory option of a single up-front price, or for longer contracts, an annual price. | |

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| | **Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | No comment | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | No comment | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | No comment | |
| 18 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N<br><br>Yes | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N<br>NA | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – Y / N<br><br>Whilst I am in agreement with your assessment of the consumer harm arising from inflation linked price variations, I do not agree that the harm is necessarily alleviated by simply requiring communication and pay tv vendors to state on a £/p figure for mid-term price increases. | |

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| | | | These mid-term price variation terms are a back doorway to increase subscription prices without justification. If the vendors are relying upon inflation as a reason to increase prices, it does not explain why the price increase are stipulated as CPI/RPI + 3.9%. The 3.9% seems like an arbitrary figure agreed between the vendors without any rationale.<br><br>If these mid-term price increases are intended to reflect the additional costs of supplying the services, the price increases are not reflected in "new customer" tariffs. Quite often you may subscribe to a communication tariff and after the various mid-term price increases, and then when you come to renew the services (or for new customers at any point in time thereafter), the same tariff and original prices are offered again.<br><br>By imposing a £/p requirement, these vendors are simply going to pluck an arbitrary £/p mid-term price increase figure and impose those prices increases onto consumers.<br><br>Mid-term price increases should be prohibited in its entirety. Vendors insist on the security of a long-term contractual commitment in exchange for a monthly service fee reflective of that subscription commitment. The consumer should have the benefit of certainty that throughout the initial committed term, there will be no price increase and can budget accordingly. If the vendor wishes to increase prices, they can provide notice that following the expiry of the initial term, the subscription price shall increase.<br><br>Consumers could be advised of these post initial term price increases under the existing end of term contract notices Ofcom has mandated.<br><br>Ofcom's own research as identified in 3.74 in the Prohibiting inflation-linked price rises -Proposals for new rules and guidance.<br><br>As a consumer of EE mobile and BT Fibre, I incurred circa 15% inflation price increases | |

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| | | | for each service amounting to circa £10 extra per month. This issue is further aggravated by a secondary inflationary price increase in 2024. Based on the November 2023 CPI, I would incur a further 7.8% price increase for each service. By the end of my commitment period, I would be paying almost £20 per month extra for the combined services compared to the initial price I agreed to in 2022. However, these vendors continue to sell the services today to new customers for the same prices I originally subscribed to. If there really was inflationary price pressures on these vendors, you would expect new contract prices to mirror the "inflationary price increase" to services. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y / N<br>Yes | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y / N<br>Save for my comments on the concept of mid-term price increases in general, yes. | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N<br>Save for my comments on the concept of mid-term price increases in general, yes. | |

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| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N<br>Save for my comments on the concept of mid-term price increases in general, yes. | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y / N | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y / N | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – Y / N | |
| 19 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Yes | |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes, consumers budget for a set price when they sign a contract | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Partial - increases should not be allowed once a contract is signed, unless provider vastly improves the service provided and should offer consumers the same contracts/prices as new customers | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | No, this is just a loop hole the service providers will use | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | No, this is just a loop hole the service providers will use | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed** | No, this is just a loop hole the service providers will use | |

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| | **Core Subscription Price during the Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | No, 30 days | |
| 20 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | No response | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y | |

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|---|---|---|---|---|
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y<br>Total contract price over the period of the contract would also be helpful, taking account of any introductory reductions / free periods, and later months when prices revert to full. | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1** | Y | |

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| | **guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y | |
| 21 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Y | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes – I have signed a 24 month contract in December 2023 for £15.95 per month. Due to the yearly CPI increases in price it will mean that I will only pay the price I have signed up to for 4 months out of the 24 month deal, I think this is completely unreasonable and contracts should be a set price for the minimum term period. If companies are not forward planning their finances well enough that's bad management on their part and the customer should not be impacted by that.<br><br>There should be a clear minimum period when the signed contract price should be in effect for no matter what time of year the contract is started, otherwise there could become a time where a deal is agreed to in March but the yearly increase kicks in and so the customer never pays a single month at the contracted price. | |

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| | | | Without clear knowledge of what the price rise will be throughout the length of the contract I'm not able to properly plan my finances moving forward. Which in these times is not helpful. Also, as I personally can have no impact on the CPI index it is unfair to be used as the measure by which price rises are calculated.<br><br>In regards to companies struggling to keep up with inflation costs. Profit based on latest earning reports<br>Figures taken from Companies House accounts submissions in 2023<br><br>EE - £1,722 million profit for 2022/23<br>O2 - £424 million profit after paying £800 million in dividends<br>3 - £628 million profit<br>Vodafone – no financial report submitted for 2022/23 at this time.<br><br>If you don't want to tie companies into setting prices for the length of the minimum term then contract lengths should be restricted to 12 months with no CPI increase during that period.<br><br>I do also believe that handset cost terms where this is separate from the monthly tariff cost should be limited to the length of the warranty on the handset. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | N | |

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| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Y | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y | |
| 22 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N yes | |

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| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N yes | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – Y / N yes | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y / N yes | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y / N yes | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription** | Confidential? – Y / N yes | |

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| | | **Price during the Commitment Period shall have effect?** | | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N yes this seems proportionate however given this the next logical step would be to require providers to provide the average price over the term of the contract for ease of comparison otherwise there is still a degree of difficulty in comparing like with like | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y / N have not reviewed this so no comment | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y / N I have not reviewed this so no comment | |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – Y / N unless this is a minimum legal requirement implementation should be as soon as possible given the ongoing harm consumers are suffering | |
| 23 | | **Question** | **Your response** | |
| | | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N<br>Yes, I agree | |
| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or** | Confidential? – Y / N<br>No opinion | |

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| | **revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – Y / N<br><br>I agree on your assessment of consumer harm.<br><br>As a personal example, in November my family have entered a 1-year contract with Virgin Media that is inflation-linked (RPI in Feb + 3.9% for a total of 8.8% increase). I received communication of the final increase, which is becoming effective in April, only in March.<br><br>It's clear to me that this mechanism gave me zero chances to forecast with a modicum of certainty my cost as of April and made it difficult to compare the deal with those offered by other providers.<br>I don't think one should be a statistician working for the Bank of England or the ONS to be able to answer such a basic question as "how much will this contract cost me in a few months". | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y / N<br>The proposed £/p requirement is obviously better than the current inflation-linked mechanism. | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y / N<br>Yes. | |

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| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N<br>Yes. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N<br>Yes. | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y / N<br>Yes. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y / N<br>Yes. | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – Y / N<br>Yes. | |
| 24 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? N<br>Yes | |

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| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? N<br>No view on Welsh issue. | |
| | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? N<br><br>Agree absolutely. I have a two year agreement (May 2022 to May 2024) with BT. But some aspects I agreed over the phone appear to have been backtracked on by BT and my annual pre pay (effective to Oct 2023) 'line rental' (as they called it) discount has been ignored by them. So in April 2023 all my aspects of rental (broadband, 'line rental', sports, and call package) went up by 13 to 17%. On querying this I was told 'line rental' is actually all part of broadband now, thats why it was increased in April as well. So effectively I don't have a 'two year deal' or a pre paid line rental, I'm just tied into whatever they want to charge, for whatever they want to charge. I was also 'fobbed off' with 'it was all set out in an e-mail to you' circa April 2023. But this is an e-mail within my BT online account (not and 'external' e-mail to me) which I had been too ill to look at, at the time. Like the upfront agreement above, I think any price rise during contract should have to be agreed explicitly by customer. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? N<br>Yes | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed** | Confidential? N<br>Yes - and I agree that a customer should explicitly be asked to agree - via e-mail or paper response - rather than over the phone conversation. | |

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| | | **Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? N<br>Yes. | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? N<br>Yes. | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? N<br>Yes | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? N<br>Yes | |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and** | Confidential? N<br>Yes - earlier better, but yes. | |

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| | **the changes to GC C1 and guidance?** | | |
| 25 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Yes | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes. EE increases have been far above inflation and we are locked in. | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Yes | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes. However I believe Telecoms should be treated as a Utility in today's world and have additional consumer safeguards to enforce a maximum level of increase such as the Electricity & Gas industries. That surely has to be a regulators duty and have the Consumer interests as a priority followed by recognising the industry's need for an appropriate ROI. | |

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| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | In principle … see my comments on the regulators duty of care & maximum allowed increases | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes. I think within 3 months would be better. | |
| 26 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | | |
| | **Question 2: Do you agree with our assessment of the potential** | | |

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| | **impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Very much so | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | No.<br><br>Providers will hide the price increase. If I can get an energy provider to off a fully fixed two year deal it surely can't be beyond the remit of BT or Virgin to hedge against future price increases. In a fixed contract the price should remain fixed for the duration. In my Financial Service industry the FCA has one simple rule: “treat your customers fairly”.<br><br>These mid term price rises do anything but ! | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N | |

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| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y / N |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y / N |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y / N |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | No – they've waited too long for this already. It should be immediate implementation. |

27

Please find attached my consultation response regarding the Review of inflation-linked telecoms price rises.

I can not understand how and why Ofcom allowed the telecoms companies to raise prices mid contract and be allowed to impose a penalty if the customer, quite reasonably, wishes to leave the contract if they consider that the price is no longer reasonable.

The customer is unable to predict the RPI at the commencement of the contract, nor can they be certain that their provider will implement the increase in full.

This must be one of the most illogical form of contract that would deny the principles of contract law and our present Consumer Protection legislation. The contract price for a service should be set when the contract is made and remain fixed for the duration of the contract. Most telecom contracts are limited to a term of one or two years at which point the supplier can invite the customer to renew the contract and the customer may choose to accept any new terms or to go to another supplier if they consider the service offered and contract price to be more reasonable. In any other situation the terms of these contracts would be considered unfair contract terms and be unacceptable.

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | N |
| **Question 4: Do you agree with the conclusion in our impact assessment?** | N |
| **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | N<br><br>The proposal does not go far enough.<br>The price should be fixed at the beginning of the contract and only increased at the renewal date. The consumer can not predict the RPI nor how their provider will choose to implement this, but the consumer can not leave the contract if the rise is deemed to comply with the contract terms. |
| **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core** | N<br>See Q5 response |

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| | | **Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N<br>See Q5 response |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | N<br>See Q5 response |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | N<br>See Q5 response |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | N<br>See Q5 response |

| 28 | Question | Your response |
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| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | N |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | N |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | N<br>The proposal does not go far enough.<br>The price should be fixed at the beginning of the contract and only increased at the renewal date. The consumer can not predict the RPI nor how their provider will choose to implement this, but the consumer can not leave the contract if the rise is deemed to comply with the contract terms. |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core** | N<br>See Q5 response |

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| | | **Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N<br>See Q5 response |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | N<br>See Q5 response |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | N<br>See Q5 response |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | N<br>See Q5 response |

| 29 | Question | Your response |
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| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | I agree with your impact assessment based on the Equality Act. I have a few learning disabilities and one physical disability. I find that contract terms are confusing. I have been with Virgin Media since 2010. Their in-contract price rises left me the opportunity to leave or renegotiate a new contract, which meant I was able to always have the best possible deal. Now, they are choosing RPI+3.9% which is impossible to predict because inflation happens over time and has been highly variable lately. Being disabled introduces special needs which ends up costing me more. This means I end up having to pay more to understand and negotiate complex contracts. It also can mean I pay more to contact call centres to discuss, as the conversations can last longer when you need to ask for a lot of clarification vs someone without a learning disability. Having a fixed figure and time allows me to budget effectively. The effect of these uncontrolled price rises meant I had to reduce my food budget to be able to pay for an unpredictable rise in broadband costs – since I work from home, and some of my disability adjustments require broadband connection, it meant I was disproportionately affected and had no choice but to pay. I saw no benefit after paying more, either. In fact, I get less speed than I pay for, even when testing at the modem directly with a cable, because my area is constantly over-subscribed and suffers with less speed during peak hours. |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | I cannot comment, I do not live in Wales and I do not speak Welsh, I believe it's fair to let Welsh consumers comment on this based on real impact rather than me making assumptions. |

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| | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Absolutely. See Question 1 where I detail how this unpredictable, difficult to understand rise meant I had to alter my food budget without notice, and because every provider is now doing this, it's impossible to leave and not pay an immediate penalty. So you either take the hit over time, or you pay a fixed penalty on the spot. It's absolutely unfair. I also believe it gives companies unreliable data in terms of how much investment/expenditure they will make based on future unpredictable inflation numbers. If they plan ahead for inflation to be 15% but it happens to be 4%, then obviously their income will be 11% lower which can have a significant impact on their cash flow and P/L calculations. Just like we saw with the energy industry and forecasting based on highly volatile data, almost the whole market went broke within months of the price per therm going up unpredictably. This could potentially lead to a crisis where communications companies cannot keep to their debt and/or investment obligations because they have not accumulated enough. This could also potentially mean that they try to compensate the following year by massively hiking prices, meaning they will contribute to massively hiking inflation rates. Basically, it removes a level of certainty in the forecasting and makes business riskier, which can have a terrible general effect on society as we're seeing in 2023. Further to this, the effect on competition is clear: all firms were charging the same rates during the energy crisis, essentially killing competition. Comparison sites would not even work anymore, so it affect other areas in the industry. On top of this, now that some providers are offering fixed terms again, the exit fees that used to be £5 (for Octopus Energy as an example) are now £100 per fuel! This means consumers have no incentive to shop around and are likely to pay more if rates reduce by being locked to a contract with a high exit penalty, or by paying the penalty itself to leave for a better tariff. Octopus Energy has mentioned that the reason for this is to cover them in the event of uncertainty. The effect on me personally, is that I simply stopped shopping around, because the variables are too unpredictable and the cost and risk is high. I | |

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| | | | am now stuck on a standard variable tariff based on the OFGEM cap. I used to assiduously shop around before the energy crisis. Now I have zero confident that spending time to shop around will lead to any savings. Therefore, we already have data from a similar type of industry of the effects on competition and pricing. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | I agree partially. I believe that in addition to requiring £/p and the timing of the change, you should limit contracts to 12 months. This is because the rental market in the UK usually offers fixed tenancies for 6 and 12 months. Usually, a new letting contract is signed when you move into a property and the same happens for communications contracts. This means the person is fixed to that address for the tenancy period. They would be able to move out at the end or extend if allowed, if their rent increased substantially and they could not stay, then they would still be bound to the telecoms contract. For broadband services it's inextricably linked to the address. It is not like a mobile service where you take it anywhere you go. You have to consider what to do if the communications contract runs longer than the rental contract, particularly in the case of Virgin Media where the Coaxial cables are not available everywhere so you are unable to port the service to a new address if it is not served by VM Coax infrastructure. This could be indirectly limiting competition in the rental market too, or causing consumers to have to pay extremely high exit fees, or potentially move their line (at a high cost) to the new property but suffer with worse service as the quality of service in that area may be lower – you are only given estimates of broadband speeds when you take up a contract, so consumers lose that protection if they move. By moving to a 12-month cadence you essentially lock two things together: rental, and broadband costs. This means even if the person has to move early, they would pay a maximum of 6 months, as Assured Shorthold Tenancies run for a minimum of 6. This is in contrast to having a 18month contract which is becoming, if not already, the standard length. It means the consumer would have to pay a penalty for 12 months if they left a | |

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| | | | AST tenancy agreement at 6 months. It's doubling the cost at a time when the consumer may be vulnerable because moving costs are always high. It would introduce debt and uncertainty into the consumer's life. It can disproportionately affect the disabled/vulnerable consumer who are usually in receipt of lower incomes. It can also introduce uncertainty for the communications provider as the consumer may choose to ignore the debt since they're not using the service, increasing operational costs related to debt collection. And it obviously affects income forecasts that may impact investment as explained in a previous answer. | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | I believe your proposal is good however it is incompletely. Making contracts last a maximum of 12 months will have direct and indirect benefits to consumers and other markets like real-estate as above. | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes | |

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| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | No. 3 months is more than sufficient. It's a quarter. Businesses usually plan on quarters. | |
| 30 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N | |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y - mid contract price rises encourage deceptive tactics of offering special deals in the run up to the price changes as companies know they will only have the lower price for a short period of time. Then customers often end up paying more after the price rise than a new customer would as advertised prices don't have the same increase. | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the** | Y | |

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| | **Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Y | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y | |
| 31 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – Y | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – Y | |

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| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – Y | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y | |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y | |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new** | Confidential? – Y | |

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| | **requirements (see detailed amendments in annex 6)?** | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – N |

32

Where I live I only have the option of using Virgin

Virgin are insisting on charging me RPI plus 3.75% annual price increases

I understand that ofcom are holding a consultation on this

It shouldn't be allowed to exploit customers who have no choice

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| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Y |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y |
| **Question 4: Do you agree with the conclusion in our impact assessment?** | Y |
| **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner** | Y |

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| | | **before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Y |

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| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y | |
| 34 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Y | |
| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |

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| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | N<br>Prices should not be allowed to change during the contract. If providers want to change the price every 12 months then they need to provide shorter contracts. | |
| 35 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | The distinction should not be relevant. Mid term price rises are **wrong** for everybody, regardless of their Equality situation. The correct way to deal with this is to prohibit mid term price rises altogether. | |

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| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Ditto. | |
| | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Partially.<br><br>**Regulation is necessary. But the present proposal is not sufficient.**<br><br>Regulators (including, but not limited to, Ofcom) seem to think unregulated or less-regulated competition reduces prices. Initially that might happen, but **the long term reality is somewhat different.**<br><br>The primary result of unregulated or less-regulated competition is that less-honest companies continually invent confusing and unnecessarily complicated schemes that differ slightly from each other. The companies concerned do this with the intention of being able to advertise lower headline prices than their competitors. Usually though, this disguises the fact (usually buried in small print or in a less prominent position) that overall their service will be more expensive than more honest companies that operate simpler price plans.<br><br>Then, over time, even the honest companies are forced to devise other confusing and unnecessarily complicated schemes just to prevent their formerly simple and better value schemes from falsely being misunderstood as more expensive.<br><br>This is nowhere more evident than the introduction of unnecessary mid term price rises into contracts. Initially done by just a few companies, other companies have been forced to do the same for no better reason than that their simpler, better value | |

uniformly priced contracts looked worse in headlines and on comparison sites.

**Ofcom has correctly observed that the current situation is not acceptable, but the proposed solution is not the best way to deal with it.** The problem is only partly due to expressing the rises as a percentage. The main problem is that the mid contract price rise exists at all.

**What was wrong with the previous system of having a 12, 18 or 24 month contract with 12, 18 or 24 equal monthly payments?** Nothing at all, except that it did not allow the less-honest companies to make poorer value contracts look better value in misleading headlines.

Ofcom needs to rethink the solution, and **require contracts to be a single unchanging monthly payment throughout the life of the contract.** Networks can achieve that, if necessary, by reducing the length of their contracts.

I will go two items further:

- Networks should not under any circumstances be allowed to charge renewing customers higher prices than they are charging to new customers. This again is a bogus way of allowing networks to advertise unsustainable or misleading prices. Ofcom needs to find a way to ensure that companies have a Universal Pricing Policy where new and renewing customers all see a sustainable price when choosing their service provider.
- **To promote fairer competition, ideally all contracts should be rolling monthly contracts with no minimum term, terminable by giving at least 24 hours notice.** There can be no greater incentive on companies to always provide a high quality service and keep their prices down than the ability of their customers to move quickly and safely if another company becomes better value.

Rolling monthly contracts as a universal pricing policy should be easy to achieve for

mobile and fixed landline customers where no customer premises hardware is provided. Any network side equipment should normally be possible to reallocate to another customer.

That would be less easy to achieve where customer premise equipment is involved. But some networks already achieve that by unbundling the hardware and the service into separate services.

Probably a further consultation is needed on the concept of requiring all contracts to be uniformly regulated rolling monthly contracts. But Ofcom should make a rapid start on requiring term contracts to be a single fixed price throughout the agreed contract term.

**Some specifics:**

Response to some quotes from the documents appended to the consultation.

**Participants spent considerable time reviewing different options on different provider and price comparison websites, and had to weigh up multiple factors when choosing between contracts.**

*Documenting the price rises better will not in any way avoid customers having to weigh up multiple factors when choosing between contracts. The way to do that is to ensure that contracts are not allowed to have in-contract price rises.*

**Most pay-monthly mobile customers agreed that a description of the price that is fixed or includes an increased price stated in pounds and pence makes it easy to understand how much they will be paying each month**

*That is confusing double speak. Fixed prices are the correct solution and are very much easier to understand. A mid term change of price will make comparison more difficult, even if it's expressed in pounds and pence.*

*It also glosses over the stated survey response, which confirms that **92% of***

***respondents agreed strongly or slightly that a single fixed price was easy to understand****, but a very much smaller percentage agreed that an in-contract price change was easy to understand no matter how it was worded.*

*Moreover, the results of the "understanding by age range" show that only between 23 and 49% of respondents correctly identified that the fixed price and the variable price versions both gave the same value overall.*

***No Ofcom, that's cast iron proof that a mid term price rise will be confusing no matter how it is described.***

*As a responsible regulator, Ofcom should be firmly concluding that there should be no mid-term price rises, and therefore no need for complex description rules which still don't provide the same intelligibility of a single fixed price throughout the contract.*

**A fifth (19%) of those who were aware that they had a price increase in March/April 2023 negotiated a better deal with their provider**

*This is another circumstance where a Universal Pricing Policy would help the 81% of customers who have not benefitted from the lower price that the networks concerned* ***should*** *have offered everybody in the first place.*

*That's* ***anticompetitive behaviour****, because it allows networks to advertise high prices just so that they can give discounts to those who negotiate. That in turn makes it more difficult for customers to compare prices fairly. And overall it increases the costs to networks, if only because they have to employ customer retention staff to perform the negotiation and bump up their standard prices to en-sure they have sufficient margin to negotiate lower prices with a small percentage of customers.*

*The correct solution here is for Ofcom to require networks to have a Universal Pricing policy where everybody pays the same no matter whether they are new or renewing*

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| | | | *customers. If a network chooses to reduce its price to discourage a customer from moving to another network, they should be required to apply the reduced price*<br><br>To sum up, long contracts, mid term price rises and price-matching schemes, contrary to the intention, are all encouraging companies to devise unfair, unnecessarily complicated and anticompetitive pricing policies.<br><br>**Ofcom needs to solve this by insisting on simpler contracts with uniform monthly payments, rather than imposing rules describing how to document those unfair, unnecessarily complicated and anticompetitive pricing policies.** | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | As above. | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | No, **the prices should not be allowed to change during the period of the contract**. Instead, companies should (if necessary) be required to offer shorter contracts that **do** permit prices to remain unchanged throughout the contract period. | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | No, **the prices should not be allowed to change during the period of the contract**. Instead, companies should (if necessary) be required to offer shorter contracts that **do** permit prices to remain unchanged throughout the contract period. | |

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| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | No, **the prices should not be allowed to change during the period of the contract**. Instead, companies should (if necessary) be required to offer shorter contracts that **do** permit prices to remain unchanged throughout the contract period. | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | No, **the prices should not be allowed to change during the period of the contract**. Instead, companies should (if necessary) be required to offer shorter contracts that **do** permit prices to remain unchanged throughout the contract period. | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | No, **the prices should not be allowed to change during the period of the contract**. Instead, companies should (if necessary) be required to offer shorter contracts that **do** permit prices to remain unchanged throughout the contract period. | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes | |
| 36 | **Question** | **Your response** | |
| | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – Y / N<br>No idea what you are talking about | |
| | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N<br>No idea what you are talking about | |

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| | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – N<br>Consumers harms are directly related to inflation. Communications contribute around 2% to the CPI. Marking this contribution up nearly 4% would increase inflation by contributing around 0.076% to the CPI. In addition, when we look at past experience and in the US we see communications as a sector are deflationary as Moore's Law offers more for less year over year. There is no excuse for marking communications prices to CPI '+' anything. In fact, for the same level of service, the price should be rising well below CPI if not falling. | |
| | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – N<br>Why not force price drops for the same level of service. Force suppliers to improve service if they want more revenue? This product is one of a few that should be contributing to our economy in a deflationary manner. If you believe the market has to be controlled, then make the most of it. | |
| | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – N<br>Where there is market dominance, print size does not make any difference | |
| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the** | Confidential? – Y<br>A contract is sound when two parties willingly and knowingly enter into it with mutual consent and understanding. Information disparity is not conducive to good contracts. | |

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| | | **Commitment Period shall have effect?** | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – Y<br>A contract is sound when two parties willingly and knowingly enter into it with mutual consent and understanding. Information disparity is not conducive to good contracts. |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – Y |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – Y / N |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – N<br>It should have all happened well before Mar 2024 and prevented any further contribution to UK CPI from communications prices. |
| 37 | | **Question** | **Your response** |
| | | **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes I agree.<br>Confidential? – N |
| | | **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | No opinion.<br>Confidential? – N |

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| | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes I agree.<br>Confidential? – N | |
| | **Question 4: Do you agree with the conclusion in our impact assessment?** | Yes I agree.<br>Confidential? – N | |
| | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Yes I agree.<br>Confidential? – N | |
| | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Yes I agree.<br>Confidential? – N | |
| | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the** | Yes I agree.<br>Confidential? – N | |

| | | | |
|---|---|---|---|
| | **Commitment Period shall have effect?** | | |
| | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Yes I agree.<br>Confidential? – N | |
| | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Yes I agree.<br>Confidential? – N | |
| | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes I agree.<br>Confidential? – N | |

# Individuals' responses submitting a template letter

A1.1 We received 81 responses from individuals that submitted a response to our consultation from Over50sMoney, copied below.

**Name of respondent:** Richard Winstone

**Representing:** Over50smoney & 131,000 petitioners

This is a non-confidential response.

I started a petition last year calling for a ban on mid-contract price rises in the telecoms industry all together. This petition has now reached over 131,000 signatures and my answers to the consultation questions below are on behalf of all these signatures. You can find the petition here: https://chng.it/B6btfgvsCh.

It is our opinion that a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the energy industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on those rates.

In the current economic climate, it is of paramount importance for consumers to know where every penny of their paycheck is going. Having unpredictable price increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue.

Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine. If the supplier does provide the option for the customer to leave the contract without incurring an exit fee after the April increases, they do not advertise it very well, as this is something I have only just

become aware of as an option. Additionally, any exit fee that is payable is often complex and difficult to calculate or actually impossible to find the information online. For example, Figure 1 is a screenshot from Virgin Media's early cancellation page. When looking for how to calculate the cancellation fee, it is easy to miss the 3 words "Please see here" which is the entire description for calculation.

Figure 2 shows the document that opens when clicking the link in Figure 1, which provides two complicated examples with no written explanation of the maths that is happening, and then a vague sentence at the bottom that tells customers to call an agent to find out how they work out the cancellation fee. This is ludicrous, absolutely obfuscating the information to make it more complex and frustrating for a customer trying to leave. Not to mention that the total exit fee can be as high as £288! For simply leaving a contract early, this is a disgusting fee. So, we are also calling for a cap on exit fees at £100 for Broadband.

**Figure 1. – Screenshot from Virgin Media website, address:**
https://www.virginmedia.com/legal/fibre-optic-services-terms-conditions/early-disconnection-fees

*Offer pricing on Triple Play Bundles can in very few cases result in lower Early Disconnection Fees; please ensure you check with our agents for the exact figure that would apply to your Bundle.

All Early Disconnection Fees apply after the standard 30-day notice period. So, if you wish to cancel and have 5 months remaining in your minimum period, you will need to provide 30 days' notice, during which you will retain (and continue to pay for) your services and be charged an Early Disconnection Fee for the remaining 4 months.

If your current contract with us started prior to 4th April 2023, any Early Disconnection Fee will be capped at £288 (includes VAT). If you are a new or recontracting customer on or after 4 April 2023, this cap does not apply.

## How Do I Calculate my Early Disconnection Fee?

Please see here.

## FAQ

**Moving House?**

The Virgin Media network does not cover all of the UK – please use our post code checker by clicking here to check availability. If you move outside our network area during your minimum period, you might have to pay an early disconnection fee for ending your contract early. If you move to another address and we have agreed with you to continue providing you with the same Virgin Media services at your new address, an Early Disconnection Fee will not be applied and the remainder of your minimum period will continue at your new address.

If you're moving outside our network area but still within the UK and give us some valid evidence of your new address, we'll credit you back the early disconnection fee. When submitting your disconnection request, our team will explain the next steps and you'll get a request for valid proof of your new UK address. If we get this back within 30 days and it's validated, we'll apply a credit to the value of your early disconnection fee to your account. If you've already been billed for your early disconnection fee before we apply the credit, we'll still apply the credit to your account. As per paragraph N.11 of our [illegible] s, if there's any credit remaining on your account after we've made the de[illegible] Back to top [illegible] ouch with you to refund you the remaining credit unless our costs to administer that refund outweigh the actual account balance. If that's the case, we'll donate the account balance to charity. If, at the point of sale, you think you might move outside the Virgin Media network area before the end of your minimum period, one of our 30-day rolling contracts might be better for you.

**Figure 2. – Content of the "How Do I Calculate my Early Disconnection Fee" link on VM website**

| | | |
|---|---|---|
| Remaining Early Disconnection Fee (3 months): | (£44.46)*3 = £133.38 | (£52.44)*3 = £157.32 |
| Total charge (4 months): | £57 + £133.38 = £190.38 | £57 + £157.32 = £214.32 |
| Range for total charge (4 months): | £190.38 | £214.32 |

**Example 2:** A customer who has our Broadband only package (M500) with 4 months remaining for their minimum period, the current calculation of the Early Disconnection Fee (EDF) would be as follows:

| | Standard pricing | |
|---|---|---|
| Broadband M500 monthly cost: | £62.00 | |
| | **Lowest charge** | **Highest charge** |
| Early Disconnection Fee range of monthly cost: | 93% (£57.66) | 96% (£59.52) |

**Guidance for total charge for remaining 4 months:**

| | | |
|---|---|---|
| Standard 30-day notice charge: | £62.00 | |
| Remaining Early Disconnection Fee (3 months): | (£57.66)*3 = £172.98 | (£59.52)*3 = £178.56 |
| Total charge (4 months): | £62 + £172.98 = £234.98 | £62 + £178.56 = £240.56 |
| Range for total charge | £234.98 | £240.56 |

| | Offer pricing | |
|---|---|---|
| Broadband M500 monthly cost: | £44.50 | |
| | **Lowest charge** | **Highest charge** |
| Early Disconnection Fee range of monthly cost: | 90% (£40.05) | 95% (£42.28) |

**Guidance for total charge for remaining 4 months:**

| | | |
|---|---|---|
| Standard 30-day notice charge: | £44.50 | |
| Remaining Early Disconnection Fee (3 months): | (£40.05)*3 = £120.15 | (£42.28)*3 = £126.83 |
| Total charge (4 months): | £44.50 + £120.15 = £182.15 | £44.50 + £126.83 = £188.83 |
| Range for total charge (4 months): | £182.15 | £188.83 |

To get the exact figure, just contact one of our Agents and they can provide the exact amount for that day.

Overall, it is our opinion that telecoms companies have had too much power over our finances for too long, we'd like some of that power back. We are calling for you to put a permanent ban on mid-contract price rises for mobile phone and broadband contracts and for all exit fees to be clearly displayed and capped to a reasonable level.

I am in constant communication with the members of our petition, to update us on the consultation or if you have any questions on the responses given below, please contact me directly on Richard@over50smoney.com.

Kind regards,

**Richard Winstone**
**Director**
**Over50smoney**

**Question 1: Do you agree with the conclusion in our Equality Act impact assessment?**

Yes.

**Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce/eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?**

Yes I agree with the assessment, no I don't have any suggestions for revising the proposal.

**Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**

Yes, I agree with the assessment of consumer harm from inflation-linked price variation.

**Question 4: Do you agree with the conclusion in our impact assessment?**

Not entirely. I agree that the £/p requirement is a good stepping stone, and certainly a move in the right direction from where we currently are, but I do not believe this goes far enough to addressing seriousness of the current situation.

As stated in 3.77, "mobile and broadband are both considered to be essential services for consumers". When it comes to essential services and goods, strict regulation needs to be in place to ensure consumers are protected from normal market forces that would allow providers to charge extortionate prices for goods that are essential to everyday life for consumers.

No other essential service offers a contract where prices can change in the middle of the contract term. As an example, a consumer's gas and electricity standing charges and unit rates, in a fixed term contract, do not change for the term of that contract, only when consumers move to a default tariff do they see regular changes to their prices (based on the price cap).

**We believe Ofcom should be implementing regulations that ensure that all fixed-term contracts are also fixed-price contracts.** This would provide the best protection for consumers, knowing that they monthly-rate that they agree to at the start of a contract will be the same price they pay until the end of the contract.

In addition to this, we believe that providers are not clear enough with the cancellation fees. Again, looking at the energy market, "exit fees" have to be clearly displayed for all consumers to be aware of the penalty for leaving a contract early, yet when entering a new broadband contract most consumers are not informed of the complex formula used to calculate an exit fee, based on how much time is remaining on their fixed-term contract at the point of cancellation. On this point, we

call for fixed-rate cancellation fees on all broadband and mobile phone contracts, with a capped limit and for regulations to ensure providers give that information as clearly as you are proposing they give the new mid-contract price rise information.

**Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?**

Our preference for the outcome of this consultation is stated in our response to Question 4, however if Ofcom go ahead with the proposals set out in this consultation document then yes, we agree with the points (i), (ii) and (iii).

**Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?**

Our preference for the outcome of this consultation is stated in our response to Question 4, however if Ofcom go ahead with the proposals set out in this consultation document then yes, we agree with the points (i), (ii) and (iii).

**Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?**

Our preference for the outcome of this consultation is stated in our response to Question 4, however if Ofcom go ahead with the proposals set out in this consultation document then yes, we agree with the points (i) and (ii).

**Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?**

Our preference for the outcome of this consultation is stated in our response to Question 4, however if Ofcom go ahead with the proposals set out in this consultation document then yes, we agree with the amendments in annex 5.

**Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?**

Our preference for the outcome of this consultation is stated in our response to Question 4, however if Ofcom go ahead with the proposals set out in this consultation document then yes, we agree with the amendments in annex 6.

**Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?**

Yes, we agree a four-month implementation period is reasonable, with providers beginning the role out of new requirements as early as possible.

**Kind regards,**
**Richard Winstone**
**Director**
**Over50smoney**

| Individual | | Response |
|---|---|---|
| 38 | Judith Tatem | I feel very strongly that the policy by which a fixed contract becomes unfixed with inflation plus 3% is very wrong. How have the telecom companies been allowed to do this? What if providers of other service followed suit?<br><br>Please put an end to these price increases. It's money for old rope1 |
| 39 | Paul Butler | I would like you to include this as my response to your consultation<br><br>I think that there should be **no mid term contract price** increases in broadband or other telecoms based services, as even if the price rise is detailed in advance in terms of a monetary value (£'s) since inflation is unknown then it is impossible for a person who takes out a contract to know if mid-term price change offers good value for money. Currently most contracts are either 12, 18 or 24 months in duration I believe the supplier who has a far better view as to telecoms cost increases in the medium term (24 months or less) can factor those in, to the initial contract offer and either benefit or not from the accuracy of their assumptions. This will give the consumer absolute certainty as to the price they will pay during the contract term, is this not how a fixed rate mortgage works ? So if banks can offer fixed price mortgages surely a telco can do the same for telecommunication services. |
| 40 | Andy McDade | Attached the letter from Over50sMoney. |
| 41 | Mike Sturgess | I am a signatory to the petition raised by Richard Winstone of Over50sMoney, calling for an outright ban on the fundamentally-unfair practice of broadband and mobile companies imposing mid-contract price rises. I am fully supportive of every aspect of Mr Winstone's response to this consultation and the non-confidential letter to which it is appended.<br><br>If a customer is contractually bound to remain in a fixed-term contract, or face what are in some cases rapacious exit fees, then they must have the security of knowing that in return the supplier honours the price agreed at the time of contract, for the term of the contract. In other words, the exact mechanism operated in other regulated sectors, such as energy supply. To hold customers to the original agreement term, while permitting suppliers to increase prices at will, must stop, and it reflects badly on the regulation of this market that it has taken until now, and a public petition, for this matter to be considered and addressed.<br><br>Since I have been following the progress of the petition, and the briefings provided by Mr Winstone, I can do no better than to repeat, as my own personal response, the responses sent on behalf of all 131,000 signatories to the petition, so for clarity these are reproduced below..<br><br>On a point of principle, it does appear that the consultation document **pre-supposes** that respondents are in agreement, at Question 4, both with your conclusions on the impact assessment, and on the suitability of the proposed "pounds and pence" approach to addressing the current unfairness, given that the |

| | | |
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| | | following questions all relate to the implementation of that specific proposal and approach. In those following questions, therefore, I can only refer back to my response at Question 4, that the proposal is at best a partial and inadequate answer to the current position which enriches suppliers to the detriment of consumers at every turn. The only adequate response is a full ban on the one-sided ability to change contractual terms during an agreed fixed term, which is nothing short of an abuse of the unbalanced power in the contractual relationship. |
| 42 | Richard Mathieson | As mobile phones and broadband are now essential services. I.E. If you want to claim benefits etc everything has to be done online.<br><br>Any contracts for mobile phones and broadband should be for a fixed amount, how come these companies decide to add an arbitrary figure usually 3.9% onto whatever rate inflation is at. Compared to other countries we are already being ripped off, with the regulator ofcom doing very little to help. |
| 43 | Robert Rutherford | I am writing to echo the opinion that mid-contract price rises of inflation rate + over 3% are unfair to the customer and, to my mind, are over-generous to the companies concerned. This was particularly true this year when the inflation rate was so high and budgets for a high proportion of the population were (and are) stretched by other costs such as rental, energy and food. I was not convinced that these increases were earned or necessary and I have the suspicion that they fed into greater profits for shareholders.<br><br>I, like others believe that a fixed term contract should be a reliable indicator of future costs. |
| 44 | Richard Heath | My current contract with BT expires in April, two years have been a long time, it's so very frustrating, not to mention really annoying, to see loads of really good deals flying past as you wait for your current contract to end. Unless you don't mind being ripped off leaving early.<br><br>This is no way for everyone to get a good deal on their broadband. I remember talking to someone at a company about this problem, and they didn't use a system like this. The person talking to me said that basically if you are happy you probably won't take your business somewhere else. Now I think has more than a ring of truth, and yes I do realise that it's not always that simple. In short, this is NOT a fair way to be treated and we definitely need a different view of what is actually happening. BT have almost a monopoly on this, and be aware this is now not a luxury, broadband is a must have. Please look after all of us who just want a fair crack of the whip. |
| 45 | Andrew Stevens | I wish to add my concerns about mid-term contract rises for both phones & TV subscription services. These are unfair, more so, if the provider adds additional percentages on top of inflation increases.<br><br>Providers should evaluate potential future increased costs into the contract price at time of signing up, so the customers knows what they are committing to at time of contract signature, rather than an open ended commitment to pay whatever the providers deems is required to keep their annual profit levels to please shareholders. Alternatively, contract lengths should be restricted to one year, in which case annual inflation can be calculated at time of contract signature. |

<table>
<tr><td>46</td><td>Anne Waldon</td><td>In response to the consultation, I wish to refer you to the letter from Richard Winstone, representing Over50smoney subscribers and 131 000 petition signer, which I reproduce below.<br><br>I want to add that the idea of regulating mobile/broadband fees to consumers to automatically add an amount for inflation plus an additional and apparently arbitrary 3.9% annually is extremely odd.<br><br>The purpose of competition in the market was supposed to be to increase efficiencies, drive down prices to consumers, and create better services. Automatically granting these two amounts seems extraordinarily perverse in pursuing these objectives.<br><br>The compounding 3.9% particularly penalizes more vulnerable people, who are not, for one reason or another, in a position to continually review their finances and subscriptions, and therefore find themselves perpetrually on the non-offer tarriffs, paying ludicrously high bills. As is true in other essential services, the least able to pay are made to pay the most. If the telecoms companies require additional finance to pay for developments in their industry, these finances should be raised transparently and fairly, and the costs spread across customers.<br><br>You will be very aware that the behaviour of regulators across essential services is very much in the public eye, and dissatisfaction is widespread. It is time to ensure that regulation is clearly done in the public interest - transparently and fairly.</td></tr>
<tr><td>47</td><td>Chris Edwards</td><td><table>
<tr><th>Question</th><th>Your response</th></tr>
<tr><td>Question 1: Do you agree with the conclusion in our Equality Act impact assessment</td><td>Y</td></tr>
<tr><td>Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?</td><td>Y</td></tr>
<tr><td>Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?<br><br>We invite evidence from respondents on the matters addressed in section three.</td><td>Y</td></tr>
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| | | | | |
|---|---|---|---|---|
| | | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Y |
| | | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y |
| | | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y |
| | | | **Question 9: Do you agree with our proposed additions and** | Y |

| | | | |
|---|---|---|---|
| | | **amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Y |
| 48 | David Burton | When a contract is taken out it should be for that price and term, not with unforeseen increases.<br><br>These companies have been conning us for too long.<br><br>You now have the opportunity to stop this bad practice, its been put to you from loads of disgruntled people who cannot go anywhere else.<br><br>Do the right thing and support the public not powerful companies whom we cannot fight on our own.<br><br>Thank you. | |
| 49 | David Jeffries | It's a con, fixed contract should mean fixed contract for the period of the contract.<br><br>Stop trying to con your customers!! | |
| 50 | Ewan Thistlethwaite | Please can we stop this unfair rise in boardband and phone contact?<br><br>It unfair when you are on a 24 month contract because you end up with<br>2 rise | |
| 51 | Geoffrey Shaw | the mid contract price rises should be totally BANNED<br>if any price rise is totally unavoidable during a contract period, then you | |
| 52 | Gina Smyth | Attached the Over50sMoney response. | |
| 53 | Helen Hewkin | A fixed term contract should be a fixed **price** contract.<br><br>Mid-contract price rises well above inflation, as exemplified by BT and other mobile & broadband suppliers, are extortionate, especially as these companies charge exorbitant exit fees for subscribers who find themselves unable or unwilling to afford the additional cost.<br><br>Ofcom should ban mid-contract price rises for mobile phone & broadband contracts and cap contract exit fees at a reasonable level. | |
| 54 | James Peel | I am wanting to write in response to the consultation for prohibiting inflation linked price rises on broadband and mobile bills. | |

| | | |
|---|---|---|
| | | From my understanding the suggestion is that rather than prices going up by inflation plus a set percentage, it will now be a set pounds and pence price that is outlined at the start of the contract. However, in my opinion that does not do enough to solve the issue.<br><br>As we've seen lately inflation is still at excessive levels and hitting people's wallets and livelihoods hard. There also seems to be no end to this in sight with inflation set to rise again very soon. If the switch to a pounds and pence model goes ahead then presumably the telecom companies will simply look at inflation as it is at the time of the contract starting and base increases on that, regardless of whether inflation actually decreases across the span of 2 or even 3 year contracts.<br><br>But that doesn't even really address the issues of prices going up mid contract in the first place. Broadband and mobile are both essential services, especially these days and for someone like myself who works from home. Gas and electricity are also essential services and yet when I take out a fixed term contract with them I will continue to pay the price I agreed throughout the contract regardless of whether the price cap increases. So why are broadband and mobile treated differently? If they decide that the price needs to increase then it should take effect whenever a contract renews or a new contract is taken out.<br><br>Currently as well if a customer opposed to the price increase part way through their contract there is nothing that they can be done about it. Any cancellation will be subject to fees and likely require paying off the remainder of the contract, even though the contract has now changed in a way that they didn't agree to. The proposed changes may mitigate this a bit if the proposed price increases are laid out explicitly in the contract, but if the company is allowed to bury these increases in the paperwork and also advertise at the initial price instead of any increased price, then some customers could still be caught off guard.<br><br>Companies will always do the best for them in order to make more profit, even if it's at the expense of their customers. I hope whatever changes you ultimately decide to put in place help protect customers from unexpected and sometimes extortionate price increases. |
| 55 | John Call | I have a broadband contract with Virgin Media. Last year, mid- contract, Virgin increased the monthly premium. I was upset to find that I could do nothing to prevent this. When agreeing a fixed term contract, I believe the broadband companies should adhere to the fixed sum. I appreciate that technically there might have been a clause in the *smallprint* to allow Virgin Media to increase the rate, but this should be tightened up and prevented – by legislation if necessary. I believe the telecom companies should be banned from mid-contract price rises for mobile phone and broadband contracts. |
| 56 | Julie Pearson | In the current economic climate, it is of paramount importance for consumers to know where every penny of their paycheck is going. Having unpredictable price increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue.<br><br>Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine. If the supplier does provide the option for the customer to |

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| | | leave the contract without incurring an exit fee after the April increases, they hide it in the small print.<br><br>Additionally, any exit fee that is payable is often complex and difficult to calculate or actually impossible to find the information online.<br><br>Accordingly I urge you to exercise your powers to prevent telecom companies from making in contract price rises. |
| 57 | K Wassell | The consumer in this country is fast becoming fodder for greedy companies. Companies should not be able rig a fixed contract tying you to price rises. It is should be banned. A fixed contract is what it says. We are being bullied. It is a guaranteed income stream where they do not have to be competetive. Not only is it inflation proof contract for them they also add another rise on just to take the p.... if this government , ofcom or you, find this scandal acceptable other companies will do the same.. i have NO guarantees on pay increases and have never ever had increases that cover inflation and a bleeding bonus on top. Surely you can see how this is a corporate rip off? If you allow this others will follow and the word "fixed " will need to be redefined as "theft" with no choice. This is the same tactic and abuse of customers as standing charges in the utility companies.. guaranteed money for providing no gas or electric.<br><br>Please have the teeth to stop this ripoff Britain that ofgem lacked. |
| 58 | Keith Marsden | |

| Question | Your response |
|---|---|
| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Confidential? – N<br>(No response) |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – N<br>(No response) |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Confidential? – N<br>(No response) |
| **Question 4: Do you agree with the conclusion in our impact assessment?** | Confidential? – N<br>(No response) |

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| | | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Confidential? – N<br><br>Disagree. The proposals do not go far enough because providers are can still employ variation clauses that enable them to alter prices after the sales information has been provided but still within the commitment period.<br><br>These clauses are likely to be used more often as a means of getting around the fixed prices/fixed increase proposals.<br><br>And, whilst I understand that investors would have the right to cancel that would effectively mean less certainty over duration, when certainty is the objective. In a word, the retention of the right to vary means that consumers cannot have certainty over both price and commitment period - despite what the sales information might say.<br><br>Please see attached.<br><br>I have sent the following letter to Cristina Luna-Esteban explaining my concerns:<br><br>"Cristina Luna-Esteban<br>Ofcom Director of Telecoms Consumer Protection<br>Riverside House<br>2a Southwark Bridge Road<br>London, SE1 9HA<br><br>14 February 2024<br><br>Dear Ms Luna-Esteban<br><br>**Telecoms Price Rises and Customer Rights**<br><br>I note that Ofcom's recent proposals regarding price rises during the commitment period do not address the use of 'variation clauses' - which allow companies to change their Terms & Conditions and the price of the contract - <u>after the contract has started</u> and sales information provided but <u>within the commitment period</u>.<br><br>I believe, these clauses are at odds with the objective of giving consumers certainty, and |

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| | | | | that the use of them is only likely to increase as firms see them as a way of breaking their commitment to provide services at a specified price(s) for a minimum period.<br><br>So, I would like to ask if Ofcom have any plans to consider such clauses and, if there is cause for concern, would introduce rules or guidance about the use of these clauses?<br><br>My experience with Virgin Media and the concerns that have arisen from dealing with them is attached for your information.<br><br>Yours sincerely<br><br>**Keith Marsden**<br><br><u>My Experience with Aviva</u><br><br>Virgin have tried to alter my contract twice using 'variation clauses':<br><br>Firstly, in 2023, they tried to introduce an increase of £21.50 (24% per month). I cancelled my contract and took out a new deal with them.<br><br>Currently, Virgin are proposing changing our Terms & Conditions to introduce automated increases of RPI+3.9% where there were none.<br><br>In both cases, the changes were notified within several months of what I thought was agreed for an 18 month commitment period. And, despite the fact that the new Terms & Conditions automate annual increases, Virgin has maintained the right to vary them again.<br><br><u>My Concerns Generally</u><br><br>As far as I can see, these clauses can be used to introduce any type price increase after the sales information has been provided and the contract started.<br><br>Now, I realise that with such a change customers must be given a 30 day notice entitling them to cancel, but if they do cancel this means: |

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| | | | | • The consumer has <u>no certainty about the duration</u> of the agreed monthly payment at outset, because they wouldn't then know if a variation would be made.<br><br>• The provider has shortened the commitment period when the customer has no right to do so - they can be held to the full 12 or 18 months if the provider chooses to. This seems unfair both in the lay sense and as defined in the Consumer Rights Act 2015 62(4) which states that *"A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer"*.<br><br>• And the consumer has to go through the effort of shopping around or renegotiating once more.<br><br>Alternatively, if the consumer does not consider it worth the effort to cancel and shop around:<br><br>• The consumer has <u>no certainty about the amount</u> of the agreed monthly payment.<br><br>**In a word, the consumer cannot be certain of both the price and the term.**<br><br>By comparison, I cannot understand why my mortgage provider has no right to change our terms or my interest rate during our 5 year commitment period, and why my energy company has no right to change my tariff during our 2 year commitment period, yet the telecommunications companies are allowed to!" |
| | | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment** | Confidential? – N<br>Disagree. See above. |

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| | | **Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Confidential? – N<br>Disagree. See above. |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Confidential? – N<br>Disagree. See above. |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | Confidential? – N<br>Disagree. See above. |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Confidential? – N<br>(No response) |
| 59 | Laura J Welti | It is my opinion that a fixed term contract should be a fixed price contract. Other industries can offer fixed tariff contracts to customers that provide the security of fixed rates for 3 years, with no mid-contract variation on those rates.<br><br>It makes a mockery of the concept of fixed term contracts to enable companies to vary the prices when they feel like it, and well above the rate of inflation - very often at least double.<br><br>In the current economic climate especially, to permit companies to exacerbate the rate of inflation - and further increase it - is against the interests of consumers and the economy. This is especially the case given we no longer have a choice about using digital communications due to the number of institutions (financial and otherwise) that will only communicate with us via telephone and/or mobile | |

app. (As stated in 3.77 of your own Impact Statement, “mobile and broadband are both considered to be essential services for consumers”.)

When it comes to essential services and goods, strict regulation needs to be in place to ensure consumers are protected from normal market forces that would allow providers to charge extortionate prices for goods that are essential to everyday life for consumers.

We are effectively being "held to ransom".

Having unpredictable price increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue.

Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine. Additionally, any exit fee that is payable is often complex and difficult to calculate or actually impossible to find the information online.

For example, Figure 1 is a screenshot from Virgin Media’s early cancellation page. When looking for how to calculate the cancellation fee, it is easy to miss the 3 words “Please see here” which is the entire description for calculation.

Figure 2 shows the document that opens when clicking the link in Figure 1, which provides two complicated examples with no written explanation of the maths that is happening, and then a vague sentence at the bottom that tells customers to call an agent to find out how they work out the cancellation fee. This is a totally unnecessary waste of consumers' time and phone company staff costs (which only end up being passed on to us). The sole benefit is purely to the supplier, by making it more complex and frustrating for a customer trying to leave.

Not to mention that the total exit fee can be as high as £288 - just to leave a contract early!

I therefore call on you to:
- preclude suppliers from charging exit fees unless they are equally bound to recompense the customer for a change in the contract i.e. a price hike.

Figure 1. – at Virgin Media website address:
https://www.virginmedia.com/legal/fibre-optic-services-terms-conditions/early-disconnection-fees

Figure 2. – See the “How Do I Calculate my Early Disconnection Fee” link on VM website.

I believe Ofcom should be implementing regulations that ensure that all fixed-term contracts are also fixed-price contracts. This would provide the best protection for consumers, knowing that the monthly-rate that they agree to at the start of a contract will be the same price they pay until the end of the contract.

In addition to this, I believe that providers are not clear enough with the cancellation fees. Again, looking at the energy market, “exit fees” have to be clearly displayed for all consumers to be aware of the penalty for leaving a contract early,

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| | | yet when entering a new broadband contract most consumers are not informed of the complex formula used to calculate an exit fee, based on how much time is remaining on their fixed-term contract at the point of cancellation. On this point, I agree with others that call for fixed-rate cancellation fees on all broadband and mobile phone contracts, with a capped limit and for regulations to ensure providers give that information as clearly as you are proposing they give the new mid-contract price rise information.<br><br>Should you not be prepared to ensure fixed term contracts are also fixed price, then you should, at the very least, prevent companies from implementing increases above the rate of inflation. |
| 60 | Leonid Yanovich | A fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example a fixed rate mortgage.<br><br>Having price increases every April makes a mockery of the competition where advertised contract price can be increased and the actual average monthly price for the duration of the contract remains unknown and unadvertised. It's misleading customers.<br><br>Proposed measures within this consultation do not go far enough to address this issue.<br><br>Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine.<br><br>Where a supplier does provide the option for the customer to leave the contract without incurring an exit fee after the April increases, they do not advertise it transparently, as this is something I have only just become aware of as an option. Additionally, any exit fee that is payable is often not advertised clearly in advance, is complex and difficult to calculate or even impossible to find online.<br><br>I am calling for you to ban mid-contract price rises for mobile phone and broadband contracts and for all exit fees to be clearly communicated and capped to a reasonable level. |
| 61 | Mark Fisher | In my opinion, telecoms companies have had too much power over our finances for too long, I would like restrictions. I therefore ask you to put a permanent ban on mid- contract price rises for mobile phone and broadband contracts and for all exit fees to be clearly displayed and capped to a reasonable level. |
| 62 | Martin Shewen | <u>Overview of response:</u><br><br>**Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 1: Do you agree with the conclusion in our Equality Act impact assessment?<br><br>**Yes. Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.** |

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| | | Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce/eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?<br><br>**Yes I agree with the assessment, no I don't have any suggestions for revising the proposal. Prices should not rise mid contract and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?<br><br>**Yes, I agree with the assessment of consumer harm from inflation-linked price variation.**<br><br>Question 4: Do you agree with the conclusion in our impact assessment? Not entirely.<br><br>**Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>**I agree that the £/p requirement is a good stepping stone, and certainly a move in the right direction from where we currently are, but I do not believe this goes far enough to addressing seriousness of the current situation.**<br><br>**No other essential service offers a contract where prices can change in the middle of the contract term. As an example, a consumer's gas and electricity standing charges and unit rates, in a fixed term contract, do not change for the term of that contract, only when consumers move to a default tariff do they see regular changes to their prices (based on the price cap).**<br><br>Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?<br><br>**My preference for the outcome of this consultation is stated in the response to Question 4. Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?<br><br>**My preference for the outcome of this consultation is stated in the response to Question 4. Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.** |

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| | | Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?<br><br>**My preference for the outcome of this consultation is stated in the response to Question 4. Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?<br><br>**My preference for the outcome of this consultation is stated in our response to Question** 4. **Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?<br><br>**My preference for the outcome of this consultation is stated in the response to Question** 4. **Prices should not rise mid-contract, and price rises should not be based on RPI plus an arbitrary amount.**<br><br>Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?<br><br>**Yes, I agree a four-month implementation period is reasonable.** |
| 63 | Micheal Bone | I have just renewed a phone contract with EE. Almost immediately I am informed there will be a 7.9% price increase this April. Heaven knows what the increase might be next year.<br><br>I also have a 3 year fixed price car and house insurance contracts. If these insurance companies, who are subject to similar inflation issues, can fix their premiums for a fixed 3 years why is it beyond a phone company to do the same.<br><br>You are the Regulator; use you powers to stop this! |
| 64 | Paul Hudson | It would seem obvious to the majority of people that a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the energy industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on those rates.<br><br>In the current economic climate, it is of paramount importance for consumers to know where their income is needed and unpredictable price increases every April is problematic and the proposed measures within this consultation do not go far by half enough to address this issue. |

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| | | If a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without affect upon them.<br><br>Any exit fee that is payable now is often complex and difficult to calculate or actually impossible to find the information online.<br><br>It is obvious that telecoms companies have had too much power over our finances and we need this to stop. We demand some of that power back so are calling for you to put a permanent ban on mid-contract price rises for mobile phone and broadband contracts and for all exit fees to be clearly displayed and capped to a reasonable level. |
| 65 | Paul Lundy | Such rises have become, in my view, a scam. Companies are now acting in a quasi cartel-like manner to avoid disclosing to customers what their monthly charges will actually be. The arrangements assume that individual customers are as well-placed as the companies to assess what inflation will be throughout the lifetime of a contract. The imposition of further rises, over and above the inflation-related ones, is a scandal; all major companies ought to know their capital programmes for far longer than 18/24 months hence and should be able to price that in at the start of every new customer contract.<br><br>The companies have, effectively, been masking the true costs to customers and, regrettably, have thus been "running rings round " Ofcom, the Competition and Markets Authority and the government.<br><br>Time for robust action please……immediately and not after another cycle of annual increases. |
| 66 | Paul Mcfarland | Its absolutely scandalous that mobile network companies can abuse their powerful position to demand above-inflation rise every year ..<br><br>They even advertise contracts at one price knowing that the price will rise sharply in just a few weeks time and again the following year.<br><br>Most contracts are 2 years or less so there is no legitimate argument for the price of the deal not to be fixed for the duration of the contract. |
| 67 | Quaver Jogger | With inflation at an all time high the last thing I want to worry about is being able to afford my phone bill. As a student I have to manage my finances to the penny and every little bit counts. Mid contract rises are unfair, deceiving and unnecessary as the infrastructure improves and becomes more efficient. Please Stop these price rises and it would be nice for there to be a limit on the amount a company can charge for a certain allowance as companies such as EE really do rip you off. |
| 68 | R C Bradly | I agree that the current way of setting annual prices for phone, broadband or pay TV contract is unfair and indeed anti competitive. Customers must be clear and certain about what they will have to pay throughout contract duration. I particualarly object to the practice of adding 3.9% to the inflation rate when setting a price for the forthcoming year. This is not just unfair but is palinly a rip off. Broadband services have become as essential to modern society as water, gas and sewage services. Indeed they are an essential service which enables us to function. (Consider the closure of banking services and the subsequent reliance on on-line-shopping and |

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| | | decreasing use of cash and reliance on payment by card for shopping and services ). For those like myself who live in isolated rural areas cost effective broadband is essential. This is especially so for those areas where there are perhaps only 2 or 3 providers, typically BT and it's associates.<br><br>As to the question of having to sign a contract for say 18 / 24 months where increases are unknown (expressed in %) linked to inflation plus 3.9% - this is unacceptable. I can quite understand that provider companies have to make a profit and accept this but their financial forecasting should be linked to a metric other than inflation. The current set up ensures they cannot loose what ever happens. |
| 69 | Richard Journet | 1. These and many other provider contract terms are both one sided and unfair. A 'contract' fundamentally should represent a negotiation between two parties but in practice the customer/consumer has the weak hand and 'competition' amongst providers is not ensuring equity.<br><br>2. Increasingly banking , commerce and even government services are rushing to go online and like it or not these mediums are now a 'public service' and there is little or no true alternative choice. Effectively Digital discrimination through the back door.<br><br>3. Even signing up is online, terms are buried in often unread and inaccessible lengthy small print and it is impossible to have any effective dialogue or negotiation with decision makers/senior management. Advertisements feature upbeat PR and misleading banner headline prices and it is not equitable that ' t and c's allow mid term increases.<br><br>4. In summary for fairness and clarity; once signed the price of a contract should remain the same throughout its term.<br><br>Neither the government or Ofcom seem to be effective in protecting the public interest in these matters. The market favours service providers.<br><br>A simple redress would be that it should be possible for the customer to leave freely with just a months notice and no exit fees if the provider seeks to alter conditions or prices within the duration of the Contract term. |
| 70 | Sean Freestone | Surely a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the utility industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on those rates.<br><br>Having worked in the networking industry for 30 plus years network equipement is not renewed every year and the prices of already unstalled equipment doesn't go up every year to warrant the inflation plus X amount of percentage points.<br><br>Prices for networking equipment are normally factored over a 5 years period and for the main players in the networking market such as BT, Virgin etc they can get upto 60% discount of of the manufatures list prices<br><br>Given this why are they allowed to increase the prices mid contract. |

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | yes |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | yes |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | yes |
| **Question 4: Do you agree with the conclusion in our impact assessment?** | yes |
| **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | yes |

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| | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | No<br>A fixed team should be a fixed price there should be no increases during the term of the contract |
| | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | N<br>A fixed team should be a fixed price there should be no increases during the term of the contract |
| | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | yes |
| | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | yes |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** | Yes |
| 71 | Terry Cummings | It is my opinion that a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the energy industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on<br>those rates.<br><br>In the current economic climate, it is of paramount importance for consumers to know where every penny of their paycheck is going. Having unpredictable price | |

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| | | increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue.<br><br>Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine. If the supplier does provide the option for the customer to leave the contract without incurring an exit fee after the April increases, they do not advertise it very well, as this is something I have only just become aware of as an option. Additionally, any exit fee that is payable is often complex and difficult to calculate or actually impossible to find the information online. For example, Virgin Media's early cancellation page. When looking for how to calculate the cancellation fee, it is easy to miss the 3 words "Please see here" which is the entire description for calculation.<br><br>There is often a vague sentence at the bottom of each site that tells customers to call an agent to find out how they work out the cancellation fee. This is ludicrous, absolutely obfuscating the information to make it more complex and frustrating for a customer trying to leave. Not to mention that the total exit fee can be as high as £288! For simply leaving a contract early, this is a disgusting fee. So, I am also calling for a cap on exit fees at £100 for Broadband.<br><br>If a Company which-es to keep this increase every year then we should be told at least 30 days before the increase and have the option of cancelling the contract without any charge. But it would be best to ban any increase for each contract. |
| 72 | Tim Wombell | It is my understanding that Ofcom is a government funded body set up to represent the general public in communication matters and ensure no malpractices ensue. But as time goes on it becomes more apparent to me and many others like me that this isn't the case. The Telecoms companies reap profits of billions from the largely unsuspecting public and one such illicit income is by implementing annual price increases whether or not you are in mid-contract or not. I like thousands of others am a BT customer, mainly because I live in an area where there are no other household providers and am incensed by their practise of implementing annual "inflation linked" price rises on all their customers, but at the same time holding me to minimum 24 contract term. But worse for the last two years and as far as I am aware this year as well they have had the audacity to add "an extraordinary cost of living" price rise on top making a 15% price hike in all. This act must constitute the breaking of consumer law surely although I'm sure they've covered themselves in their small print terms and conditions! This surely must be considered business malpractice worthy of Ofgem's intervention and investigation. But no it appears not all Ofcom does is try and defend and justify the reason why this happened and I know this because I have spoken to an Ofcom advisor. If practices like these are prevalent in the Telecoms industry and they escape any penalties then what on Earth is the point of Ofcom's existence? I actually can't think of not ONE practical thing it has done to the benefit of the customers it is meant to represent. Ending and enforcing mid term contracts would make a good start…….. but I won't hold my breath. |
| 73 | Louise Yelverton | No definitely no mid contract inflation based or otherwise price hikes! |
| 74 | Lyn Nesbitt-Smith | I also agree with Richard Winstone's comments in his communication to you. |
| 75 | Stephen Moss | Please read the message contained in the link below which represents my view on this very important matter. |

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| | | Mid contract price hikes affect me directly and I strongly wish to make clear to you my objections to them. |
| 76 | John Paul Smith | You should be making these illegal ! |
| 77 | Tony Brown | Attached the Over50sMoney response. |
| 78 | Hilary Hinks | Please see attached my response re the **Ofcom Consultation on Inflation-linked In-contract price rises.**<br><br>It is the response written by Richard Winstone and I could not put it better myself– so I am sending his response as my response too, as one of the thousands who signed the petition. |
| 79 | Dave Wright | In response to the Consultation on inflation-linked in-contract price rises, Please note that I fully concur with the submission by Richard Winstone of Over50smoney. I attach a copy of Richard's submission. |
| 80 | Andrew Smillie | Mid term raises are unfair especialy as it is inflation rate +x%. |
| 81 | Steve Deane | Richard Winstone is acting on our behalf and is encouraging us to send this to you |
| 82 | Susan Kirkland | Attached the Over50sMoney response. |
| 83 | Nick Long | I should like to express my wholehearted support for the attached letter which represents the views of so many of us left at the mercies of yet more utility companies who seem to have been granted outrageous rights. |
| 84 | Andrew Johnson | What you are proposing is good but you don't go far enough. There should be action on existing contracts. When I took out my last broadband contract I could only find contracts with inflation plus mid-contract price rises. This is like Russian roulette and the increases due in April are eye watering. This really is an instance of customers not being treated fairly and being price gouged. Price increases should not be allowed during fixed price contracts and any proposed price increase should release customers from their contract to allow them to shop around at this stage. To be fair to consumers you should oblige broadband providers to allow customers to be released from their contracts when inflation plus price rises come into effect. |
| 85 | Norman & Christina Chisholm | It is my opinion that a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the energy industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on those rates.<br>In the current economic climate, it is of paramount importance for consumers to know where every penny of their paycheck is going. Having unpredictable price increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue.<br><br>Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine. If the supplier does provide the option for the customer to leave the contract without incurring an exit fee after the April increases, they do not advertise it very well, Additionally, any exit fee that is payable is often complex and |

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| | | difficult to calculate or actually impossible to find the information online. This makes it all more complex and frustrating for a customer trying to leave. Not to mention that the total exit fee can be as high as £288! For simply leaving a contract early, this is a disgusting fee. So, we are also calling for a cap on exit fees at £100 for Broadband.<br><br>Overall, it is our opinion that telecoms companies have had too much power over our finances for too long, we'd like some of that power back. We are calling for you to put a permanent ban on midcontract price rises for mobile phone and broadband contracts and for all exit fees to be clearly displayed and capped to a reasonable level. |
| 86 | Romney & Ken Turner | Attached the Over50sMoney response. |
| 87 | Simon L. Tall | Attached the Over50sMoney response. |
| 88 | Angela Davies | I support and agree with "over 50's money" response. I'm 74 years old and used less than half the amount of heat in 23/24 winter compared to 22/23 winter. I'm cold and most days unable to ear proper meals. Stop trying to kill us, please! |
| 89 | Phil Wells | |

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Y |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | Confidential? – Y / N |
| **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Y |
| **Question 4: Do you agree with the conclusion in our impact assessment?** | Y |

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| | | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core Subscription Price shall have effect?** | Y |
| | | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | Y |
| | | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | Y |
| | | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new** | Y |

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| | | **requirements (see detailed amendments in annex 6)?** |
| | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement and the changes to GC C1 and guidance?** — Y |
| 90 | Stephen Wheadon | Attached the Over50sMoney response. |
| 91 | John Hedley | Attached the Over50sMoney response. |
| 92 | Andrea Lindezey | Attached the Over50sMoney response. |
| 93 | David Last | Attached the Over50sMoney response. |
| 94 | John Ockrim | I am responding to the consultation on inflation linked in contract price rises. My response re-iterates the response given by Over50sMoney (see attached).<br><br>I would particularly like to emphasise the response to Question 4 which states (in bold) that all fixed term contracts should be fixed price for the duration of the contract. I consider the current practice of mid contract price rises to be blatant profiteering by the main telecoms companies, who appear to be operating as a cartel, to the significant disadvantage of we consumers. |
| 95 | William Smith | Attached the Over50sMoney response. |
| 96 | Lee Snowsill | Attached the Over50sMoney response. |
| 97 | John Feltoe | Attached the Over50sMoney response. |
| 98 | Sean Smith | Attached the Over50sMoney response. |
| 99 | Kevin Rogers | Attached the Over50sMoney response. |
| 100 | Tina Winstanley | I attach a copy of the Over50sMoney response which I totally agree with. |
| 101 | Alan Raffan | |

| Question | Your response |
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| **Question 1: Do you agree with the conclusion in our Equality Act impact assessment** | Yes |
| **Question 2: Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be** | Yes, I agree with the assessment.<br>No suggestions for revising the proposal. |

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| | | | **formulated or revised to ensure, or increase, positive effects, or reduce / eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?** | | |
| | | | **Question 3: Do you agree with our assessment of the consumer harm arising from inflation-linked price variation terms?**<br><br>**We invite evidence from respondents on the matters addressed in section three.** | Yes | |
| | | | **Question 4: Do you agree with the conclusion in our impact assessment?** | Not entirely. The £/p requirement is a move in the right direction but does not go far enough.<br><br>You state in 3.77 that "Mobile and broadband are both considered to be essential services for consumers."<br>No other "essential service" such as energy providers offer a fixed term contract where the price rises during the fixed term, only at the end of the term when the consumer reverts to a default tariff do they tend to see price changes.<br>It is my belief that a fixed term contract should also be a fixed price contract for the duration of the fixed term. | |
| | | | **Question 5: Do you agree with our proposal to require providers to ensure that the following information is drawn prominently to the customer's attention in a clear and comprehensible manner before a customer is bound by a contract: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price, in pounds and pence; and iii) the date from which any changed Core** | My preference is for a fixed-term/fixed-price contract proposal but, if Ofcom go ahead with the proposals currently set out, then I agree. | |

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| | | | **Subscription Price shall have effect?** | | |
| | | | **Question 6: Do you agree with our proposal to require providers to include in the Contract Summary: i) the Core Subscription Price; ii) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence; and iii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | My preference is for a fixed-term/fixed-price contract proposal but, if Ofcom go ahead with the proposals currently set out, then I agree. | |
| | | | **Question 7: Do you agree with our proposal to require providers to include in the Contract Information: i) if the Core Subscription Price is to change during the Commitment Period, that changed Core Subscription Price in pounds and pence, and ii) the date from which any changed Core Subscription Price during the Commitment Period shall have effect?** | My preference is for a fixed-term/fixed-price contract proposal but, if Ofcom go ahead with the proposals currently set out, then I agree. | |
| | | | **Question 8: Do you agree with our proposed additions and amendments to GC C1 (see detailed amendments in annex 5)?** | My preference is for a fixed-term/fixed-price contract proposal but, if Ofcom go ahead with the proposals currently set out, then I agree. | |
| | | | **Question 9: Do you agree with our proposed additions and amendments to existing GC C1 guidance to clarify our expectations on how providers could comply with the new requirements (see detailed amendments in annex 6)?** | My preference is for a fixed-term/fixed-price contract proposal but, if Ofcom go ahead with the proposals currently set out, then I agree. | |
| | | | **Question 10: Do you agree with the proposed implementation period of four months from publication of the statement** | Yes | |

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| | | **and the changes to GC C1 and guidance?** |
| 102 | Stephen George | I wish to respond to the above consultation. My response is identical in all details to that of Over 50s Money, which they sent to you earlier today. I attach a copy of their response for your information. This really is a complete rip-off and you should put a stop to this blatant profiteering. |
| 103 | Adam Smith | Attached the Over50sMoney response. |
| 104 | Kate Spencer | Attached the Over50sMoney response. |
| 105 | James Roger Pickup | I have read and entirely support Richard Winstone's response to this consultation. In my view your proposed solution is in adequate and failure to ban mid-term price rises in fixed contracts for an essential service will amount to a dereliction of your duty to protect to protect consumers against the sharp practice of large companies. |
| 106 | Kathryn Underhill | Attached the Over50sMoney response. |
| 107 | Gill Winter | Attached the Over50sMoney response. |
| 108 | Alan Metcalf | Attached the Over50sMoney response. |
| 109 | Kenan Hursit | Attached the Over50sMoney response. |
| 110 | David Fellows | I fully concur with the statement below. |
| 111 | Rick Everett | Attached the Over50sMoney response. |
| 112 | Tom Brooks | I support the representations by those who object to 'in contract' price increases. Committing to fixed term contract should secure a fixed price |
| 113 | Giuseppe Turi | Attached the Over50sMoney response. |
| 114 | Jon. R. Grizzle | It is our opinion that a fixed term contract should be a fixed price contract. Other industries offer similar pricing methods, for example in the energy industry a 3-year fixed tariff offers customers security of fixed daily standing charges and unit rates for 3 years, with no mid-contract variation on those rates.<br><br>In the current economic climate, it is of paramount importance for consumers to know where every penny of their paycheck is going. Having unpredictable price increases every April has been problematic and the proposed measures within this consultation do not go far enough to address this issue. Furthermore, if a customer does want to cancel their contract they are forced to pay large exit fees, yet suppliers are able to impose annual increases to consumer bills without any such fine.<br><br>If the supplier does provide the option for the customer to leave the contract without incurring an exit fee after the April increases, they do not advertise it very well, as this is something I have only just become aware of as an option. Additionally, any exit fee that is payable is often complex and difficult to calculate or actually impossible to find the information online. |

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| | | Overall, it is our opinion that telecoms companies have had too much power over our finances for too long, we'd like some of that power back.<br><br>We are calling for you to put a permanent ban on midcontract price rises for mobile phone and broadband contracts and for all exit fees to be clearly displayed and capped to a reasonable level. |
| 115 | John Mccormick | I write to express my complete agreement with the views of Richard Winstone below and strongly object to the unfair practice of mid-term price rises on mobile phone contracts. |
| 116 | Janet Donohue | This letter is to give you additional support in the mid contract price rises case. It has been Outrages that the riches companies /organisations are Allowed to Impose such practice and rises within a contract term Without consent to its users! Although Oftcom has no legal rights to prevent It is Appointed to Act and Represent the British public.<br><br>Please include my vote against such outrageous increases within your communications and representation.<br><br>May the force of the public gain you rightful success in this vital fight. |
| 117 | Elizabeth Lobo Brennan | Attached the Over50sMoney response. |
| 118 | Catherine M Town | I would like to express my concern at the total lack of support exhibited by Ofcom to customers re the vast increases BT and the like are allowed to make every March whatever contract you are on . I have myself just had my existing 2 year basic/ cheapest contract with BT ,that went up to £71 per month last year , changed to a new one at £62 per month but which will again increase in March . What justification can there be for such increases ? The media companies all offer the same price increases, and expensive fees if you want to leave your contract. Even older people like myself can now not do without basic Broadband in order to pay bills, etc this means there is an urgent need for a maximum limit, beyond which no company is allowed to charge per month for a basic service , just as there is a cap on energy prices. If I had not changed my contract and instead allowed carried on allowing the price per month to go up and up year on year, BT would eventually be charging me £1000 per month , this is an unacceptable situation that you have permitted to continue for far to long . I do not work from home ,do not play games or watch loads of Movies etc , yet I am forced to pay ever increasing amounts for the same basic service with no indication anywhere of how these fees or the repeated increases, are worked out or justified.<br><br>You at Ofcom are not just supposed to support the big media companies , you are supposed to represent the interests of the millions of broadband customers as well ,I do not think over the past few years you have in any way supported customers best interests.<br><br>Please also see opinions expressed by the "Over50`smoney Response to Ofcom Mid-contract price rises ", which I fully support. |

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| 119 | *No name provided* | I've never understood these mid contract prices.<br><br>I can understand prices changing when I'm on a non-fixed/variable contract I can leave with minimal notice.<br><br>But if I'm tied to a contract for a fixed term, surely the terms should stay fixed for the fixed term?<br><br>People often go for a fixed term contract for the certainty it provides, eg energy, savings accounts, mortgages, but certainty is what you don't get with phones and broadband, while the company gets the certainty of a captive customer with an inflation proof income for them. .<br><br>I'm committed with a penalty to get out. Where's the commitment from the company?<br><br>How can you work out if it's a good deal if you don't know what you'll be paying in a few months? The hit is even bigger if your contract starts nearer the increase date.<br><br>If it's fixed term, it should be fixed price. Companies should set the price accordingly at the start. I would prefer the same price throughout, but the proposal to show increases in pounds and pence is a good option.<br><br>If there's an unpredictable mid contract price rise for the company, then at the very least, the customer should get the option to leave at that point. Fair to both sides.<br><br>The current situation means the customer takes the unknown hit of inflation, while there are often cheaper deals out there at that point - so if company moves goal posts during fixed term contract we should get the option to escape. |
| 120 | Gary Holland | My question is that my broadband contract is due to expire in April 2024, quickly followed by my mobile phone contract expiring in May 2024.<br><br>If I were to enter in to new contracts at those times (April 2024 and May 2024) how would Ofcom's final decision affect them: If Ofcom's proposed new rules come in to effect four months after making its final decision would those new rules apply to contracts already in place or would the new rules only apply to contracts entered in to after the new rules come in to effect? |
| 121 | Kenneth Freer | I have been subjected to mid contract prices on my broadband , phone, and tv packages. These are always for the maximum amount they can charge and shouldn't be allowed.<br><br>Their prices are a rip off to start with and it's a way of them screwing customers for more just because they can. Please make it so they can't. |