

Consultation response form

Please complete this form in full and return via email to improving.engagement@ofcom.org.uk or by post to:

Carmen To
Ofcom
Riverside House
2A Southwark Bridge Road
London SE1 9HA

Consultation title	Consultation on end-of-contract and out-of-contract notifications
Full name	[X]
Contact phone number	[X]
Representing (delete as appropriate)	Organisation
Organisation name	Verastar Limited
Email address	[X]

Confidentiality

We ask for your contact details along with your response so that we can engage with you on this consultation. For further information about how Ofcom handles your personal information and your corresponding rights, see [Ofcom's General Privacy Statement](#).

Your details: We will keep your contact number and email address confidential. Is there anything else you want to keep confidential? Delete as appropriate.	Your name
Your response: Please indicate how much of your response you want to keep confidential. Delete as appropriate.	None
For confidential responses, can Ofcom publish a reference to the contents of your response?	N/A

Your response

Question	Your response
<p>Question 1: Do you agree with our assessment of harm relating to residential consumers and Small Businesses?</p>	<p>Confidential? –N</p> <p>No, we do not believe that the assessment of harm relates equally to both residential consumers and Small Businesses. Small Businesses have the ability to run a business and are, in the main, carrying on a business for profit so are more likely to be aware that they will need to renegotiate their contract or identify an alternative provider at the end of their term.</p>
<p>Question 2: Do you agree that providers should send both end-of-contract and out-of-contract notifications?</p>	<p>Confidential? – N</p> <p>We are a business to business provider, providing services mainly to Micro-businesses. We do not feel that these notifications are necessary for Small Businesses for the reasons set out in response to Question 1.</p>
<p>Question 3: Do you agree with our proposal that notifications should be sent to all residential and Small Business customers who take Public Electronic Communications Services?</p>	<p>Confidential? – N</p> <p>No, we do not believe that end of contract notifications should be sent to Small Businesses.</p> <p>Providers are required to inform Small Businesses of the fixed term period of their contract at the point of sale. Small Businesses are aware of the requirement to renegotiate or source an alternative supplier at the end of this fixed period.</p>
<p>Question 4: Do you agree with our proposals on the content of the end-of-contract notification?</p>	<p>Confidential? – N</p> <p>Paragraphs 1.9, 4.11 and 4.121 all state that end-of-contract notifications should include (amongst other things):</p> <p><i>The options available to the customer after the minimum contract period has ended, including a message that the customer may be able to make savings by exploring the available options.</i></p>

	<p>An example of how this might be achieved is set out in paragraph 4.50. It is agreed that one of the options available to a customer could be entering into a new deal with their provider (per paragraph 4.40 of the consultation). Although the communication as a whole is clearly not general marketing information, it does include a marketing message. Do you believe that a customer who has exercised their right to object to receiving marketing communications pursuant to Articles 21(2) and 21(3) of the GDPR should receive this end-of-contract notification?</p>
<p>Question 5: Do you agree with our proposals on the structure, method, timing and frequency of the end-of-contract notification?</p>	<p>Confidential? – N</p>
<p>Question 6: Do you agree with our proposals on the content of the out-of-contract notification?</p>	<p>Confidential? – N</p> <p>Paragraphs 1.9, 4.97 and 4.121 all state that out-of-contract notifications should include (amongst other things):</p> <p style="text-align: center;"><i>The options available to the customer, including a message that the customer may be able to make savings by exploring the available options.</i></p> <p>This will mean including a marketing message in the out-of-contract notification as one of the options available to a customer could be entering into a new deal with their provider. Do you believe that a customer who has exercised their right to object to receiving marketing communications pursuant to Articles 21(2) and 21(3) of the GDPR should receive this end-of-contract notification?</p>
<p>Question 7: Do you agree with our proposals on the structure, method and frequency of the out-of-contract notification?</p>	<p>Confidential? – N</p>
<p>Question 8: Do you agree that our proposals are both effective and the minimum necessary to achieve our policy objectives?</p>	<p>Confidential? – N</p> <p>We do not believe that Small Businesses are disadvantaged by a lack of notification at the end of their contract in the same way that a residential consumer may be. As such, we consider the proposal to send end-of-contract notifications to Small Businesses to be</p>

	excessive.
Question 9: Do you agree with the impacts we identify, and the approach we take to quantify these impacts, in our assessment in Annex 6?	Confidential? – N
Question 10: Do you agree with our provisional assessment that the potential costs for providers are not disproportionate in order to achieve our policy objectives?	Confidential? – N
Question 11: Do you agree with our proposed implementation timescale for end-of-contract notifications and for the one-off notification to customers who are already outside of their minimum contract period?	Confidential? – N
Question 12: Do you have any comments on the draft condition set out in Annex 9 to this document?	Confidential? – N

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