

Your response

Question	Your response
<p>Question 1: Do you agree with the concerns we have identified in relation to bundled mobile airtime and handset contracts?</p>	<p>Confidential? –N</p> <p>No. The assessment of harm refers to ‘customers’ but it does not specify whether this applies only to residential consumers or to small businesses in addition. We do not consider that the assessment of harm applies equally to residential consumers and small businesses for the following reasons:</p> <ul style="list-style-type: none"> • It is established law that businesses (whatever the size) should be treated differently to consumers when entering into a contract (business to business contracts are treated differently to business to consumer contracts accordingly); • Businesses are, in the main, carrying on a business for profit, are more “savvy” than residential consumers and are more likely to be aware of the terms of their business contracts; • Businesses are more likely to be aware that they need to renegotiate contracts or identify an alternative provider at the end of their term. <p>Further, applying consumer protections to business to business transactions and introducing additional requirements on providers is likely to increase costs/burdens when current arrangements are appropriate for businesses. Current arrangements protect the freedom to contract between businesses and allow for competitive markets, resulting in lower prices and increased levels of service for consumers. If additional and unnecessary protections are imposed in relation to business contracts it could result in providers choosing not to trade with affected businesses.</p> <p>One of the proposed options for end-of-contract notifications is to impose an obligation</p>

	<p>on providers to inform customers that they may save money by moving to a SIM-only contract. If that is introduced, we believe it will impact the assessment of harm in relation to mobile handset charges. The current assessment of harm does not take this into account. An assessment of harm conducted after its introduction may conclude that no further regulation is required (particularly in relation to small businesses). Therefore including more regulation at this stage is premature and likely to result in over regulation, reducing engagement and competition, which ultimately will be to the detriment of customers.</p>
<p>Question 2: Do you agree with the options we have outlined as potential remedies for the concerns identified?</p>	<p>Confidential? – N</p> <p>No. As stated above we feel that introducing additional measures, particularly those that could apply automatically, will result in over regulation and a reduction in consumer engagement and competition.</p>
<p>Question 3: Do you have views on additional solutions we should consider, including on split contracts?</p>	<p>Confidential? – N</p> <p>With regards to split contracts we do not believe that this option will meet Ofcom’s objectives to promote competition and ensure that there are no disincentives for consumers looking to switch providers.</p>