|  |  |
| --- | --- |
| Gmail | **Thomas Forth <thomas.forth@gmail.com>** |

|  |
| --- |
| **Telephone call with J Akers at 16:09 10/03/2013 regarding Contract changes**5 messages |

|  |  |
| --- | --- |
| **Jamie Akers**<removed> | 10 March 2013 16:50 |
| To: charmaine.wadge@ee.co.ukBcc: thomas.forth@gmail.com |
|

|  |  |
| --- | --- |
| Hi Charmaine,Firstly, thank you for your time today discussing the legality of the proposed price increase to my contract of phone <removed>.Further to our telephone conversation I've attached a copy of the letter I originally sent to Orange the last time you attempted to increase the price of my contract with you contrary to the contract I have with you.I draw your attention to the clauses referred to on your web-site which have changed since my contract was originally signed.  The clause as of 20/12/2011 read:*4.3.1 we have increased the Charges by an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period;*The clause as of today (obtained from your web-site) reads:*4.3.1 we give you written notice to increase the Charges (as a percentage) by an amount**equal to or less than the percentage increase in the All Items Index of Retail Prices or**any other statistical measure of inflation published by any government body**authorised to publish measures of inflation from time to time, and published on a date**as close as reasonably possible before the date on which we send you written notice; ...*As I pointed out to Orange at the time of the first proposed price increase, the clause 4.3.1 was invalid and I was not required to pay any increase in price to the contract.  This is because the "All Items Index of Retail Prices" is no longer being published.  Additionally, the "Central Statistical Office" closed its doors in 1996.  Your legal team wholly agreed with this and I continue to receive a £15 monthly discount in return for not pursuing a court case against you.It is important to note the blatant changes made to clause 4.3.1 were made without notifying me.  I demonstrate these changes are to my detriment because they make given open reign for EE to use any document published by any government body as their source for Retail Price Index (RPI) figures.  This is a massive expansion on what was previously written in this clause.  This now allows EE to use statistics published by the Office for National Statistics (ONS) and thus allow you to increase pricing at your wish (provided it does not exceed their published figures).  Given there was previously no enforceable price increase as a result of clause 4.3.1, I am now at a detriment because there is now an enforceable price increase.  Indeed, the moment EE increases my pricing I have evidence that my contract has been changed to my detriment.Thus, with reference to clause 4.3 (taken from your web-site today)*4.3 You may also terminate your Contract if we give you written notice to vary its terms,**resulting in an increase in the Charges or changes that alter your rights under this**Contract to your material detriment. In such cases you would need to give us at least**14 days written notice prior to your Billing Date*This change as demonstrated is to my detiment.  Your clause entitles me to cancel this contract without detriment by giving you 14 days written notice.  Given EE have notified me by text message of the price increase, this email serves as notice to you of cancellation without paying a cancellation fee by using this clause.Should this not be possible, I will exercise my right under the Telecommunications Act to cancel the contract - details of this are in the attached letter.As per the conversation I had with your legal team when the last price rise was attempted, I am more than willing to take EE to court as the price increase you are attempting to levy on your customers is contrary to UK law.  Furthermore, I will be happy to publicise all email communications and recorded telephone conversations to aid a class action lawsuit against you.I look forward to discussing this further with you at your earliest convenience.  My direct mobile is <removed>.Yours,

|  |
| --- |
| Jamie Akers |

 |

 |

|  |  |
| --- | --- |
| **Jamie Akers**<removed> | 19 March 2013 14:44 |
| To: "Wadge, Charmaine" <Charmaine.WADGE@ee.co.uk>Bcc: thomas.forth@gmail.com |
|

|  |
| --- |
| Hi Charmaine,Hope that this email finds you well.  It's now been over a week and I have not received any reply or update from Orange.  If I don't receive a full response from Orange by 24 March 2013 at 16:50 as per your contract terms clause 4.3 I will take this as acceptance that the 14 day period cancellation period has elapsed without dispute from Orange.  To avoid any doubt, Orange then agrees to my cancellation terms and I will not be liable to pay any cancellation fees.  This is as per the contract that exists between me and Orange.I will be happy to pay my outstanding bill up until this point at my current payment rate (including current applicable discount) including any calls/text messages and internet usage above that of the contract up until this point.  After this point the mobile phone will no longer be connected to the Orange mobile phone network and my contract with you (Orange) will be terminated.  For the avoidance of any doubt this means that no further sums of money will be taken from my account or card and I will no longer be liable to Orange in respect any mobile phone contract.  I expect in return Orange to provide a PAC code to take the mobile telephone number to another mobile network operator and I am happy to return the Orange SIM Card via Royal Mail Recorded Delivery to an Orange company address of your choice at my expense.Regards,Jamie AkersOn 11 March 2013 08:29, Wadge, Charmaine <Charmaine.WADGE@ee.co.uk> wrote:Hello Jamie, Thankyou for the email. We will investigate the email and as soon as I have an outcome I will contact you on the given mobile number. ThankyouCharmaine Wadge**From:** Jamie Akers [mailto: removed] **Sent:** 10 March 2013 16:51**To:** Wadge, Charmaine**Subject:** Telephone call with J Akers at 16:09 10/03/2013 regarding Contract changes[Quoted text hidden]NOTICE AND DISCLAIMERThis e-mail (including any attachments) is intended for the above-named person(s).  If you are not the intended recipient, notify the sender immediately, delete this email from your system and do not disclose or use for any purpose.   We may monitor all incoming and outgoing emails in line with current legislation. We have taken steps to ensure that this email and attachments are free from any virus, but it remains your responsibility to ensure that viruses do not adversely affect you.Everything Everywhere LimitedRegistered in England and WalesCompany Registered Number: 02382161Registered Office Address: Hatfield Business Park, Hatfield, Hertfordshire, AL10 9BW |

 |

|  |  |
| --- | --- |
| **Jamie Akers**<removed> | 21 March 2013 18:45 |
| To: Thomas Forth <thomas.forth@gmail.com> |
|

|  |
| --- |
| Hi tom,Just a quick note - have just got off the phone with orange and they have agreed that this interpretation is correct. They have agreed that I can publicise this information and contact details and customers are free to cancel the contract in this way without penalty. Please feel freer to put this on your site from next monday when I will have my PAC code!cheers,Jamie Akers[Quoted text hidden] |

 |

|  |  |
| --- | --- |
| **Jamie Akers**<removed> | 22 March 2013 18:56 |
| To: Thomas Forth <thomas.forth@gmail.com> |
|

|  |
| --- |
| Hi Tom,You haven't posted this online yet !!!  Go do it now.I've just received my PAC code and confirmation there is no cancellation fee.Not sure congratulations are necessary - everything you need to get out of the price increase is right there in Orange's own terms & conditions.  They expect me to adhere to them, so I'm expecting them to adhere to them too.  I'm off to Three or O2, never again will I be giving money to EE.Regards,Jamie |

 |