Dear Orange,

Following your recently announced price increase I draw your attention to the clauses referred to on your web-site which have changed since my contract was originally signed.  At the time I agreed to the contract, the clause denying my right according to clause 4.3 to cancel my contract in response to a price increase on what was sold as a fixed-price contract 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 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;*

It has since come to my attention via www.tomforth.co.uk/orange that clause 4.3.1 in my original contract is invalid. It does not refer to RPI or inflation and instead references the "All Items Index of Retail Prices" which did not exist when the contract was signed and the "Central Statistical Office" which closed its doors in 1996. Your legal team have agreed with this interpretation in converstions with Mr. J. Akers and others and to my knowledge everyone who has pursued this matter with you to a conclusion has received a substantial discount on their monthly contract or been allowed to cancel without penalty.

It is important to note that these blatant changes made to clause 4.3.1 were made without notifying me. They now allow you to use any measure of inflation (of which there are many that are higher) published by any government body. This represents a considerable expansion of the original clause. In light of the substantial discounts offered to other customers in relation to your misleading and flawed clause 4.3.1 in the contract we agreed upon, and the expansion of clause 4.3.1 to my disadvantage, this change is clearly to my detriment.

Thus, with reference to clause 4.3 in both my original and the current contract terms,

*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 detriment. Your clause entitles me to cancel this contract without charge by giving you 14 days written notice and I now wish to exercise that right.

Yours,

<insert your name>