<Your Address>
<The Date>

Dear Sir/Madam

**Re: Complaint Letter**

**Orange Pay Monthly contracts for Mobile Number:**

**<Your mobile number>**

I wish to make a formal complaint.

I currently have a contract with Orange for the service on the previously mentioned number and was recently made aware by text message of your intention to raise the price of my mobile phone tariff in February 2012. I draw your attention to clauses 4.3 and 4.3.1 of the “Terms and conditions for the supply of Orange Network Services” which you are using to remove my right under our agreement to cancel the service in response to your intended change in our agreement.

4.3 You may also terminate your Contract if we vary its terms, resulting in an excessive increase in the Charges or changes that alter your rights under this Contract to your detriment. In such cases you would need to give us at least 14 days written notice prior to your Billing Date (and within one month of us telling you about the changes). However this option does not apply if:

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;

Please provide with me with the publication referred to in clause 4.3.1 which is clearly specified in the agreement we have entered into. I will not accept any RPI statistic other than the stated “All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics”.

If you are unable to provide this publication please cancel my contract immediately and effective from the date of receipt of this letter or explain your reasons for not doing so. Unless this matter is resolved I intend to escalate my complaint with the Communications and Internet Services Adjudication Scheme on the basis of this and further issues, including but not limited to what I believe is a breach of OFCOM general condition 9.3,

GC 9.3 Where the Communications Provider intends to modify a condition in a contract with a Consumer which is likely to be of material detriment to the Consumer, the Communications Provider shall:

(a) provide the Consumer with at least one month’s notice of its intention detailing the proposed modification; and

(b) inform the Consumer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Consumer

Please confirm receipt of this communication and assure me that you are looking into this matter urgently.

I look forward to your response in writing. Please do not call unless it is to discuss an offer which you have previously made in writing,

Yours faithfully,

<Your Name>