Further Contract Information

Who is Three and how can Customers get in contact?

Three Services are provided by Hutchison 3G UK Limited registered at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Customers can call Three on 337 from a Three phone (free of charge) or 0800 033 8033 from any other phone for help with an account or to make a complaint.

Description of Services

Three will provide Customer with the Three Services set out in the Service Schedule provided.

Due to the nature of mobile services Three cannot guarantee coverage and there may be areas where Users don't have access to all Three Services or where coverage is limited or unavailable. For more information see three.co.uk/Discover/Network/Coverage.

The estimated *maximum* speed that Users are likely to experience on the Three network is as follows:

	Download	Upload
4G	70 Mbps	22 Mbps
5G	597 Mbps	50 Mbps

The average 5G download speed that a User is likely to experience is 150Mbps.

Speeds may vary due to a number of factors (including the Device used) which are outlined in three.co.uk/terms-conditions/paym-and-payg. If Customer experiences continuous or regularly recurring disruption to services Customer may be entitled to a price reduction or other remedy and should contact Customer Care.

For full information on speeds, see three.co.uk/broadband-speeds

Price

The Monthly Charge for the Three Services and any recurring monthly Add-Ons is set out in the Service Schedule with details of the relevant inclusive data allowances.

Customer's Business Broadband data allowance is for use in the UK. The Business Broadband Service is a domestic service therefore roaming is not applicable.

If Customer puts the SIM in a device that can also make and receive calls and texts, Customer will be charged for any calls made or texts in line with Three's current Business Broadband Price Guide. This is because these are always outside of the Business Broadband plan. For more details of Customer's Business Broadband plan including Outside of Allowance Services, and Add-ons, please view Three's Business Broadband Price Guide at three.co.uk/terms-conditions/price-guides

Delivery of service

New Customers

If Customer has bought a new device or SIM from a Three Store, Customer's plan will start straight away.

If Customer has bought a new device or SIM from Three.co.uk, or over the phone, Customer's plan will start the day the device or SIM is dispatched.

Existing Customers

If a Customer is upgrading, the start day of the new plan will differ depending on the type of plan Customer is upgrading to, and in which channel Customer made the upgrade. The latest start date will be from the Customer's next bill cycle, but Three will notify Customer of the start date in advance of the new plan starting, either at the time of purchase or in a confirmation letter, email or SMS.

Where a new or existing Customer requests a delayed activation, the service will start 30 days from the date the order was placed.

Ending an Agreement

Customer's Minimum Term is set out in the Service Schedule.

How Customer can end this Agreement depends on whether Customer is in its Minimum Term or not, and whether Three has made any changes to the Agreement that are likely to affect Customer. Please see Table 1 below for a summary of how and when Customer can end this Agreement. The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term.

For further details on termination see Three's terms at three.co.uk/terms-conditions. For cancellation during the Returns Period see Three's Returns and Exchanges Policy at https://www.three.co.uk/terms-conditions/returns-and-exchange-policy.

The Business Broadband Equipment remains the property of Three. If Customer cancels Business Broadband services at any time (within or outside the Minimum Term), Customer must return the Business Broadband Equipment to Three failing which a non-returns fee will be charged in accordance with the Business Broadband Price Guide.

	Notice Period	Charges Payable
During the Returns Period (purchases from a Three Retail store, other than Business Broadband cannot be returned for change of mind)	This Agreement will end when Customer notifies Three, or when Three receives that Device in accordance with the Returns Policy (whichever is later)	Charges for Three Services used. Charges for damage or for any loss of value to the goods, as a result of non essential use, in accordance with the Returns Policy. Any applicable non-return fee for Business Broadband Equipment.
During the Minimum Term (but outside of any Returns Period)	Customer can end the Agreement at any time on 30 days' notice	All outstanding Charges payable plus the Cancellation Fee. Any applicable non-return fee for Business Broadband Equipment.
Outside the Minimum Term/if there is no Minimum Term	Customer can end the Agreement at any time on 30 days' notice	All outstanding Charges payable. Any applicable non-return fee for Business Broadband Equipment.
Three notifies Customer that it is making a change to the Three Services Customer receives, and the notice confirms that if such changes are not acceptable to Customer, Customer may terminate the Agreement.	Customer can terminate the Agreement in accordance with the notice sent by Three	All outstanding Charges payable. Any applicable non-return fee for Business Broadband Equipment.

Switching services

Customer can find guidance on how to switch services to Three on support pages at three.co.uk/support/switching.

Customer can switch services to Three on joining Three, or through Three's online portal at three.co.uk/support/switching/switch-to-three.

Customer's switch will happen on the date Customer chooses which can be up to 30 days from the date the request is completed (not including Bank Holidays or weekends).

Three's switching support pages have more information on Three's switching process. This sets out Customer's right to compensation where applicable including how such compensation can be accessed and how it will be paid. From 3rd April 2023, if there's a delay to switching which is caused by Three or Customer's existing provider, if eligible, Customer will receive compensation on their Three account within 30 days or as soon as possible thereafter. For anything else, just get in touch at three.co.uk/contact_us if Customer needs to make a claim.

Bill payment

First bill

Three will send Customer its first bill in approximately 7 - 25 days. It'll be slightly higher than usual because it includes charges for the first 2-20 days plus the next full month's charge. This will only be the case for Customer's first bill. Every other bill will be charged at Customer's agreed monthly cost, plus any charges for Outside of Allowance Services.

Payment by Direct Debit

Three's plans' pricing include a discount for paying by direct debit.

- **Sole Traders**: Sole Traders can set up a Direct Debit over the phone unless their bank requires more than one signature to authorise transactions. If they do, Customer will need a Direct Debit mandate. Please get in touch to setup a Direct Debit, Or download and print a Direct Debit mandate and send it to Three at: Three Business Services, PO Box 333, Glasgow G2 9AG.

- **Private Limited company**: An Account Administrator can setup a Direct Debit over the phone unless Customer's bank requires more than one signature to authorise transactions. If they do, Customer will need a Direct Debit mandate. The Direct Debit must be in the name of the business and signed by at least one Account Administrator.

- **Partnership**: An Account Administrator can setup a Direct Debit over the phone unless Customer's bank requires more than one signature to authorise transactions. If they do, Customer will need a Direct Debit mandate. The Direct Debit must be in the business name or either business partner's name.

Three cannot prevent Customer from cancelling a direct debit, and if a direct debit is cancelled, Customer is still required to pay bills by the due date. For other methods of payment go to three.co.uk/business-ways-to-pay. Customer will retain the direct debit discount if Customer chooses to pay using a major credit/debit card as stated in the Business Price Guide found at three.co.uk/terms-conditions/business-price-guides provided that Customer allows Three to store Customer's selected payment method so that Three can charge Customer on the billing date each month. Customer can swap these details at any time and on multiple occasions.

Controlling Spend

Three offers a range of controls to help Customers monitor Users' level of consumption and spending.

A **Spend Cap** allows Customers to limit or block services that aren't included in their monthly plan. This includes international calls, chargeable roaming services and donating or entering competitions using short-codes. Customers can set a cap in £10 increments or choose to switch the cap off completely. For a full list of what is included in the Spend Cap and to find out how to set up, change and switch off a Spend Cap go to three.co.uk/spendcaps.

Three will always send a text just before and once Users reach any limit for calls, texts or data on their plan.

Spend Limits are applied to Customer's account for third party payment services including thirdparty digital content, subscription services and premium rate calls and messages. The limits are set under the Payment Services Regulations at £40 (inc VAT) per single transaction and a cumulative limit of £240 (inc VAT) per month.

Three has also set a **Worldwide data roaming limit** of £45 per month to help Users control their spend whilst roaming. Customer can find more information, including details of how to change this limit here: https://www.three.co.uk/business/help/getting-started/working-abroad-roamin g-pass.

Wherever Users roam, they will always receive a text confirming the roaming costs as soon as they arrive at their destination.

Remedies

Due to the nature of mobile technology, there may be situations when Three Services aren't always available, or the quality or network speeds are affected and so Three cannot guarantee continuous fault-free service due to maintenance or other factors outside Three's control. More detail can be found at three.co.uk/terms-conditions/business-terms-and-conditions

If a User experiences continuous or regularly recurring disruption to Three Services (such as where access to Three Services is limited or unavailable) Customer may be entitled to a price reduction based upon the period of the disruption. This may take the form of a partial or full credit or a refund of Customer's Monthly Charge. To receive a credit or refund Customer will need to report the disruption to Three so that Three may investigate Customer's concerns, consider the extent to which the User uses the Three Services in question and measure the disruption against the User's typical usage history.

Complaints

If Customer is unhappy about any aspect of the Three Services, Customer should contact Three on Live Chat three.co.uk/support/how-to-complain, by contacting Three Customer Care on 337 (free from a Three phone) or 0333 338 1004(from any other phone), in writing to Three Customer Complaints, Hutchison 3G UK Ltd, PO Box 333, Glasgow, G2 9AG or using the Complaints Form at three.co.uk/support/how-to-complain with written notice of the complaint which sets out the full facts and includes relevant documentation.

Three will investigate any complaint in accordance with its customer complaints code, after which Three will contact Customer with the results. A copy of Three's customer complaints code can be viewed at three.co.uk/terms-conditions/customer-complaints-code or Customer can request a copy by contacting Three Customer Care. Three's Customer Complaints Code complies with Ofcom's Approved Complaints Code which can be found on Ofcom's website in the Annex to General Condition C4 at ofcom.org.uk/home. If Three is unable to resolve Customer's complaint, Customer may, depending on the nature of the complaint, be entitled to ask the Communications & Internet Services Adjudication Scheme (CISAS) to consider the complaint. If this is the case, Three will notify Customer by email or by post. The website address is https://www.cedr.com/consumer/cisas/

Privacy

In order to supply a Customer with Three Services under this agreement, Three may process a Customer or individual User's personally identifiable information:

(a) that a Customer or User gives to Three or that Three may obtain about a Customer or User as a result of any application or registration for, and use of, Three Services.

This may include name, current and previous address(es), date of birth, phone and fax numbers, gender, email address, employment, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies; and

(b) acquired and processed about a Customer's or individual User's use of Three Services while they are a customer or user of Three services.

This may include location data, communications data, dynamic IP addresses, phone number, the unique code identifying a user's Phone and SIM, data from marketing organisations and those who provide services to us (including information from other countries) and a Customer's account information, including contact history notes.

For more information on how Three uses personally identifiable information, go to Three's Privacy Portal at three.co.uk/your_privacy

Security

Three will inform Customers in the event of unauthorised disclosure, loss or destruction of any Personal Data processed in the course of providing the Three Services which comes to Three's attention. Unless required by law or other obligation, Three agrees that it will not discuss any individual case with any third party including but not limited to the media, vendors, consumers and affected individuals without the consent of the Customer.

Accessibility

Three offers a wide range of services and support to ensure that the needs of all Three customers are met. To find out more about these options, please visit three.co.uk/Accessibility.