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 free 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
3G	18 Mbps	2.6 Mbps
4G	70 Mbps	22 Mbps
5G	597 Mbps	50 Mbps

Speeds will vary due to a number of factors including the User's distance from the nearest mast, location in a building, local geography, congestion and the type of equipment used. If Users experience continuous or regularly recurring disruption to services Customer may be entitled to a price reduction or other remedy. Please contact Three's Customer Care team on the contact details above.

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 voice, SMS and data allowances.

Users' inclusive minutes and texts are for UK mobiles or landlines only starting 01,02 or 03. Calls to service numbers (i.e. those starting 084, 087, 09, and 118) are excluded from the monthly allowance, and are split into two charges: an access charge (set by Three at 54.7p (excl. VAT per minute) and a service charge, which is set by the company the User is calling. Calls to personal numbers starting 070 are also excluded and are charged at the rate set out in the Price Guide.

Out of allowance data is charged at 1p/MB or Customers can purchase a Data Add-On. Unused data cannot be rolled forward to the next billing period.

For more details of Customers' plans, including Outside of Allowance Services, and Add-Ons, please view Three's Business 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. Individual Users' connections will be active as soon as the User starts to use them.

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

	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.
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.
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.
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.

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

Switching services & bringing a number to Three

Customer can find guidance on how to switch services and how to bring a number to Three on support pages three.co.uk/support/switching.

When joining Three, Customer can decide whether to bring their old number(s) with them or leave their number(s) with their previous provider. Customer can do this 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 set up 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 set-up 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 set-up 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:
https://www.three.co.uk/business/help/billing/your-monthly-plan-and-usage/spend-caps

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 three.co.uk/Support/Roaming_and_International/Managing_Roaming_Costs Wherever Users roam, they will always receive a text confirming the roaming costs as soon as they arrive at their destination.

Using Three Services outside the UK

Subject to a fixed daily charge, Go Roam is included in Customer's plan and works automatically when Users arrive in a Go Roam destination as long as data roaming is switched on in the User's device's settings. Go Roam lets Users use their plan or add-on allowances in up to 71 destinations and is made up of Go Roam in Europe and Go Roam Around the World.

The daily roaming charge is £2 for Go Roam in Europe and £5 for Go Roam Around the World to unlock a User's UK allowances for 24 hours, subject to Three's fair usage policies. These charges include VAT where applicable and are per SIM. Republic of Ireland and Isle of Man are excluded from the daily roaming charge. The charge is applied as soon as a User uses any of their plan's allowances in a Go Roam destination. For full details see: https://www.three.co.uk/business/help/getting-started/working-abroad-roaming-pas_s.

With Go Roam in Europe Users can call and text back to the UK and use data, (up to Three's fair use limit) as well as make calls and send texts between Three's Go Roam in Europe destinations. If a User is travelling to one of Three's Go Roam Around the World destinations, a User can also use their allowances to call and text the UK and use their data (up to Three's fair use limit). Countries not covered in the Go Roam destinations are charged at standard roaming rates at the time of use which can be found in the Price Guide. This is where Customer will also find the latest roaming charges if a User has used all of the allowance and is in a Go Roam destination.

Three may deploy traffic management measures when Users roam, known collectively as TrafficSense™. For details see three.co.uk/trafficsense. Three reserves the right to review and amend any such measures from time to time.

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. An alternative means of accessing the disrupted Three Service (for example, using Three InTouch Wi-Fi Calling or Home Signal) must also be unavailable to User.

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 device and SIM, data from marketing organisations and those who provide services to Three (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.
Access to emergency organisations and caller location information
If Users use Three's Wi-Fi calling service to call 999 in the UK, please note that a call may be interrupted, or end, if the User has a power cut or their internet connection fails. If Users are having problems connecting with Wi-Fi, they may wish to use a mobile or fixed network connection. Keeping a User's Three account information updated (i.e., address where a User plans to use WiFi calling services) will allow Three to provide support should an emergency occur. Please note, Users may still be asked to confirm, or provide, their location when making an emergency call. Calls to the Emergency Services cannot be made using Skype (or certain other voice over IP services). To contact the Emergency Services, Users should use a standard voice call from their device. Calls to the Emergency Services from outside the UK, can be made by calling "112" or using the emergency services number for the area the User is visiting. ("112" is recognised by most mobile operators worldwide.) Please note, neither the User's phone number nor location data will be transmitted to the emergency services in these circumstances. If a User is using a device, other than a phone, such as a tablet, which can make telephone calls, a User may be able to use this to make free calls to emergency services in the UK by calling 999 or 112. Please note, when using a tablet, the User's Location Data may not be transmitted to the emergency services in these circumstances. If a User is using a device that operates on Android operating system, 2.3 and above, please note that on calling 999 or 112, while in the UK and connected via the Three Network, a User's Location Data may be automatically transmitted to the emergency services to help them locate a User in an emergency. Should a User prefer to contact the Emergency Services by text message, the Emergency SMS service lets Users send a text to the UK emergency services. The message will be directed to the service the User needs, whether it is the Police, Ambulance, Fire Service, or Coastguard. It is important to remember that Users need to register their phone number first. Text "Register" to 999 before trying to use the service. Users will get a confirmation text when they are successfully registered. To find out more, please visit three.co.uk/Accessibility.