

### **Further Contract Information**

#### Who is Three and how can Customers contact us?

Three Services are provided by Hutchison 3G UK Limited registered at 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF.

Personal customers can call Three free on 333 from a Three phone or 0333 338 1001 from any other phone, and Mobile Broadband customers can call Three on 500 from a Three phone or 0333 338 1003 from any other phone for help with an account or to make a complaint.

## **Description of Services**

Three will provide you 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 you 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 you are likely to experience on the Three network is as follows:

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

Speeds will vary due to a number of factors including your distance from the nearest mast, location in a building, local geography, congestion and the type of equipment used. If you experience continuous or regularly recurring disruption to services, you may be entitled to a price reduction or other remedy available under consumer law. Please contact Three Customer Services on the contact details above.

### **Price**

The Monthly Charge for the Three Services is set out in the Service Schedule with details of the relevant inclusive data allowances.

Please note: If you put your SIM in a device that can also make and receive calls and texts, you will be charged for any calls made or texts in line with our current Mobile Broadband Price Guide <a href="mailto:three.co.uk/terms-conditions/price-guides">three.co.uk/terms-conditions/price-guides</a>. This is because these are always outside of your Unlimited Home Broadband plans.

# **Delivery of service**

# New Customers

If you have bought a new device from a Three Store, your plan will start straight away.

If you have bought a new device from Three.co.uk, or over the phone, your plan will start the day the device is dispatched.

### Existing Customers

If you are upgrading, the start day of the new plan will differ depending on the type of plan you are upgrading to, and in which sales channel (i.e., online, telesales or retail) you made the upgrade. The latest start date will be from your next bill cycle, but Three will notify you 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.

If you request a delayed activation, the service will start 30 days from the date the order was placed.

### **Ending an Agreement**

Your Minimum Term is set out in the Service Schedule.

How you can end this Agreement depends on whether you are in your Minimum Term or not, and whether Three has made any changes to the Agreement that are likely to affect you. Please see Table 1 below for a summary of how and when you can end this Agreement. The Cancellation Fee is set out in the Price Guide and will be an amount equal to the total of the Monthly Charges remaining during the Minimum Term less a variable discount, currently 3%.

	Notice Period	Charges Payable
During the Returns Period	This Agreement will end	Charges for Three
(purchases from a Three	when Customer notifies	Services used.
Retail store).	Three, or when Three	Charges for damage or for any
	receives that Device in	loss of value to the goods, as a
	accordance with the	result of non essential use, in
	Returns Policy (whichever	accordance with the Returns
	is later)	Policy.
During the Minimum Term	Customer can end the	All outstanding Charges payable
(but outside of any Returns	Agreement at any time on	plus the Cancellation Fee
Period)	30 days' notice	
Outside the Minimum	Customer can end the	All outstanding Charges payable
Term/if there is no	Agreement at any time on	
Minimum Term	30 days' notice	

You must return your 4G+ or 5G Hub to Three if you're no longer receiving the Home Broadband service to avoid additional charges. If you made your purchase online or via telesales, you will be entitled to end your agreement in accordance with our Returns Policy. For more details on termination see <a href="mailto:three.co.uk/terms-conditions">three.co.uk/terms-conditions</a>

## Bill payment

### First bill

We'll send you your first bill within 7 days. It'll be slightly higher than usual because it includes charges for the first few days plus the next full month's charge. This will only be the case for your first bill. Every other bill will be charged at your agreed monthly cost, plus any charges for Outside of Allowance Services.

# Payment by Direct Debit

Three's pricing includes a discount for paying by direct debit. You can set up a direct debit on the Three app, on My3, by post or by giving Customer Services a call and we will help you get set up. Three cannot prevent you from cancelling a direct debit, and if a direct debit is cancelled, you are is still required to pay bills by the due date. For other methods of payment go to Ways to pay - Ways to pay - Support - Three. You will retain the direct debit discount if you choose to pay using a major credit/debit card provided that you allow Three to store your selected payment method so that Three can charge you on the billing date each month. You can change these details at any time and on multiple occasions.

## Controlling Spend

Three offers a range of controls to help you to monitor your level of consumption and spending.

A **Spend Cap** allows you to limit or block services that aren't included in your monthly plan. This includes international calls, chargeable roaming services and donating or entering competitions

using short-codes. You can set a cap to anything between £0 and £100 – 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 Spend Caps - Spend Caps - Support - Three.

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

#### 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

If you experience continuous or regularly recurring disruption to Three Services (such as where access to Three Services is limited or unavailable) you 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 your Monthly Charge. To receive a credit or refund you will need to report the disruption to Three so that we may investigate your concerns, consider the extent to which you use the Three Services in question and measure the disruption against your typical usage history.

# **Complaints**

If you are unhappy about any aspect of the Three Services, you should contact Three on Live Chat <a href="mailto:three.co.uk/support/how-to-complain">three.co.uk/support/how-to-complain</a>. Personal customer can also call Three Customer Services on 333 (free from a Three phone) or 0333 338 1001 (from any other phone), Mobile Broadband customers can call Three on 500 from a Three phone or 0333 338 1003. If you prefer to write please send your thoughts to Three Customer Complaints, Hutchison 3G UK Ltd, PO Box 333, Glasgow, G2 9AG or using the Complaints Form at <a href="mailto:three.co.uk/support/how-to-complain">three.co.uk/support/how-to-complain</a> 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 you with the results. A copy of Three's customer complaints code can be viewed on our website at <a href="mailto:three.co.uk/terms-conditions/customer-complaints-code">three.co.uk/terms-conditions/customer-complaints-code</a> or you can request a copy by contacting Three Customer Services. 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 <a href="mailto:ofcom.org.uk/home">ofcom.org.uk/home</a>. If Three is unable to resolve your complaint, you may, depending on the nature of the complaint, be entitled to ask Ombudsman Services: Communications to consider the complaint. If this is the case, we will notify you by email or by post. The Ombudsman's website address is: <a href="https://www.ombudsman-services.org">https://www.ombudsman-services.org</a>.

# **Privacy**

In order to supply you with Three Services under this agreement, Three may process your personally identifiable information:

- (a) that you give to Three or that Three may obtain about you 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 your use of Three Services while you are a customer of Three.

This may include Location Data, Communications Data, dynamic IP addresses, phone number, the unique code identifying your Phone and SIM, data from marketing organisations and those who provide services to us (including information from other countries) and your account information, including contact history notes.

For more information on how Three uses personally identifiable information, go to our Privacy Portal at <a href="mailto:three.co.uk/your\_privacy">three.co.uk/your\_privacy</a>

## Security

Three will inform you 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 your consent.

# Accessibility

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