



## 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, 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](https://three.co.uk/Discover/Network/Coverage).

The estimated maximum speed that you are likely to experience on the Threenetwork 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 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 and any recurring monthly Add-Ons is set out in the Service Schedule with details of the relevant inclusive voice, SMS and data allowances.

Your inclusive minutes and texts are for UK mobiles or landlines only. Calls to service numbers (i.e., those starting 084, 087, 09, and 070) are excluded from the monthly allowance, and are split into two charges: an access charge (set by Three at 65p /min) and a service charge, which is set by the company you are calling.

If you have used your monthly inclusive allowance of minutes, you will be charged the following rates:

Calls to standard UK landlines (starting 01, 02 or 03; excludes calls to the Isle of Man or the Channel Islands), UK mobiles (any network) and your Three voicemail (once you've used your allowance	65p/min
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If you have used your monthly inclusive allowance of minutes, you can choose to purchase an Add-on which will last until your monthly allowance is refreshed or you can change your price plan to one with an increased data allowance.

For more details of Customers' plans, including Outside of Allowance Services, and Add-Ons, please view Three's Price Guide at [three.co.uk/terms-conditions/price-guides](https://three.co.uk/terms-conditions/price-guides)

**Delivery of service**

### *New Customers*

If you have bought a new device or SIM 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.

If you bought a Three SIM from another store or website, you will need to activate it. You can do this by contacting Three Customer Services. Your plan will begin once activation on the first SIM is complete.

### *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%.

	<b>Notice Period</b>	<b>Charges Payable</b>
<b>During the Returns Period (purchases from a Three Retail store, other than Home Broadband cannot be returned for change of mind)</b>	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.
<b>During the Minimum Term (but outside of any Returns Period)</b>	Customer can end the Agreement at any time on 30 days' notice	All outstanding Charges payable plus the Cancellation Fee
<b>Outside the Minimum Term/if there is no Minimum Term</b>	Customer can end the Agreement at any time on 30 days' notice	All outstanding Charges payable

For further details on termination see our [three.co.uk/terms-conditions/paym-and-payg](http://three.co.uk/terms-conditions/paym-and-payg) For cancellation during the Returns Period see Three's Returns and Exchanges Policy at [three.co.uk/terms-conditions/returns-and-exchange-policy](http://three.co.uk/terms-conditions/returns-and-exchange-policy)

### **Bringing a number to Three**

When joining Three, you can decide whether to bring your old number(s) with you or leave your number with your previous provider. This process is managed on Three's online portal at [three.co.uk/support/switching/switch-to-three](http://three.co.uk/support/switching/switch-to-three).

Your switch will happen on the date you choose which can be up to 30 days from the date the request on the portal is completed.

### **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 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 [three.co.uk/spendcaps](http://three.co.uk/spendcaps).

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

**Spend Limits** are applied to your account for third party payment services including third-party digital content, subscription services and premium rate calls and messages. The limits are set under the Payment Services Regulations at £40 per single transaction and a cumulative limit of £240 per month.

Three has also set a **Worldwide data roaming limit** of £45 per month to help you control your spend whilst roaming. You can find more information, including details of how to change this limit here [three.co.uk/Support/Roaming\\_and\\_International/Managing\\_Roaming\\_Costs](http://three.co.uk/Support/Roaming_and_International/Managing_Roaming_Costs). Wherever you roam, you will always receive a text confirming the roaming costs as soon as you arrive at your destination.

### **Using Three Services outside the UK**

Go Roam is included in your plan and works automatically when you arrive in a Go Roam destination as long as data roaming is switched on in your device's settings. Go Roam lets you use your 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.

To use your UK allowances for 24 hours in Go Roam in Europe, there's a £2 daily charge. When you Go Roam Around the World, it's £5 a day (excluding the Republic of Ireland and Isle of Man). Fair use policies apply. The charge is applied as soon as you use any of your plan's allowances in a Go Roam destination. See [three.co.uk/aboutgoroam](http://three.co.uk/aboutgoroam) for full details.

With Go Roam in Europe you 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 you are travelling to one of Three's Go Roam Around the World destinations, you can also use your allowances to call and text the UK and use your data (up to Three's fair use limit).

Three may deploy traffic management measures when you roam, known collectively as TrafficSense™. For details see [three.co.uk/trafficsense](http://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](http://three.co.uk/terms-conditions)

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. 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 you.

#### **Complaints**

If you are unhappy about any aspect of the Three Services, you should contact Three on Live Chat [three.co.uk/support/how-to-complain](http://three.co.uk/support/how-to-complain). Personal customers 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 [three.co.uk/support/how-to-complain](http://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 you with the results. A copy of Three's customer complaints code can be viewed on our website at [three.co.uk/terms-conditions/customer-complaints-code](http://three.co.uk/terms-conditions/customer-complaints-code) 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 [ofcom.org.uk/home](http://ofcom.org.uk/home). 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: [ombudsman-services.org](http://ombudsman-services.org).

#### **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 [three.co.uk/your\\_privacy](http://three.co.uk/your_privacy)

#### **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](http://three.co.uk/Accessibility).

#### **Access to emergency organisations and caller location information**

If you use Three's Wi-Fi calling service to call 999 in the UK, please note that a call may be interrupted, or end, if you have a power cut or your internet connection fails. If you are having problems connecting with Wi-Fi, you may wish to use a mobile or fixed network connection.

Keeping your Three account information updated (i.e. your current home address / address where you plan to use Wi-Fi calling services) will allow us to provide support should an emergency occur. Please note, you may still be asked to confirm, or provide, your 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, please use a standard voice call from your 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 you are visiting. ("112" is recognised by most mobile operators worldwide.) Please note, neither your phone number nor location data will be transmitted to the emergency services in these circumstances.

If you are using a device, other than a phone, such as a tablet, which can make telephone calls, you 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, your Location Data may not be transmitted to the emergency services in these circumstances.

If you are 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, your Location Data may be automatically transmitted to the emergency services to help them locate you in an emergency.

Should you prefer to contact the Emergency Services by text message, the Emergency SMS service lets you send a text to the UK emergency services. Your message will be directed to the service you need, whether it is the Police, Ambulance, Fire Service, or Coastguard. It is important to remember that you need to register your phone number first. Text "Register" to 999 before trying to use the service. You will get a confirmation text when you are successfully registered. To find out more, please visit [three.co.uk/accessibility](https://three.co.uk/accessibility).