



## Terms and Conditions - Pay Monthly Broadband Services

Thank you for choosing Three Broadband. Here are all the boring legal bits that We have to tell You about. Dull? Perhaps.

Necessary? Yes. The terms and conditions tell You what We are supplying, how We do that, and what We ask

You to do when using the Service. Whilst We would like You to read every word now, We also understand that You might prefer to sit down and read them when You have some more time, so We have also provided a handy summary. If You decide to sign up without reading every word of this document, that's up to You. Even if You decide not to read one word, by accepting Service from Us, You are telling Us that You also agree to these terms.

The summary below provides a general overview of some of the key terms contained in the Agreement. They are not a substitute for what the Agreement says, and if there is a clash between the Agreement and the summary, then what the Agreement says is right. On another legal point, if words start with a capital letter, it means that they are defined in the Agreement. Have a read and We hope everything is clear, but if not, do contact Us with questions and concerns.

If You would like Us to send You the terms and conditions in large print, on disk, or in braille, please call Our customer services team on 0330 686 8000 or You can place a request on Our website [www.threebroadband.co.uk](http://www.threebroadband.co.uk).

### KEY TERMS SUMMARY

1. The Service We are providing You with the ability to access the Internet from any of Your devices using the Equipment that We provide to You.
2. Fourteen Day Money Back Guarantee  
If You call Us within 14 days from the date that You received Your Equipment, You may cancel Your Agreement with Us. You will need to send the Equipment to Us (undamaged and in its original packaging including any supplied SIM Cards, leads or accessories). If You do not return the Equipment within 14 days or if the Equipment is damaged then We will charge You for the replacement cost of the Equipment. (See clause 20 of the Agreement).
3. Payment  
You agree to pay the Charges by direct debit or debit or credit card and payments will be taken automatically each month, any other payment method would need to be approved by us and may be subject to an additional administration fee.
4. Changing the Service, Terms and Tariff  
We may change the Service, the terms and conditions or the Tariff that applies to a Service at any time. If the change is unfavourable to You then We will give You one month's notice before the change takes effect. (See clause 8 of the Agreement).
5. Usage Allowance  
Provided that You comply with the terms of the Agreement, We will not limit the use of Your Service.



#### 6. Breaking this Agreement

We don't like it when it happens, but there are instances where, because of something You do or do not do, We can suspend or disconnect You from the Service and/or end this Agreement. (See clause 14 of the Agreement). If this happens or You end this Agreement after the fourteen day money back guarantee, then We may need to charge You a Cancellation Fee.

#### 7. Equipment

If We have provided You with 5G Equipment, it is not owned by You and loaned to You for the duration of You taking Our Services. The 5G Equipment is supplied to you at no cost and remain the property of Three Broadband at all times. When You stop taking Our Services, You must return the 5G Equipment. If You do not return the 5G Equipment within 90 days, We will charge You a non-return charge (see clause 11 of the Agreement). If We have provided You Equipment for Our 4G Services, then this Equipment is Yours.

#### 8. Lost or Stolen Equipment

If You have a bad day, and any of the Equipment is lost or stolen give Us a call immediately on 0330 686 8000 because until You tell Us, You are responsible for any activity on Your Account. (See clause 12 of the Agreement).

#### 9. Our Liability to You

There are certain circumstances in which Our liability to You is limited or excluded. (See clause 17 of the Agreement).

### THE AGREEMENT

This is the bit that We recommend You read in full, even though We know most people think legal terms are a bit boring, they are important. We do of course hope that once You have read these terms and conditions You will never have to look at them again. We know that some of the language is a bit more formal than We would normally like, but it is important that We get it right for You and Us.

#### Terms and Conditions for Pay Monthly

This Agreement is between UK Broadband Limited (trading as Three Broadband), whose principal place of business is at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF and You.

#### 1. DEFINITIONS

**5G Equipment** – any Equipment capable of receiving signal over Our 5G Network.

**Account** – the Account (referred to on Our Website as “My Account”) which You can access on-line in which We record Your Data use and applicable Tariff for Your Service and where You can manage Your Service.

**Additional Services** – any additional services that We may make available to You from time to time.

**Additional Services Charge** – the amount You pay for any Additional Services that You have selected and are specified on Your Order Confirmation.

**Age Restricted Services** – any Service which You need to be over a certain age to use.

**Agreement** – includes these terms and conditions, the Tariff and Your Order Confirmation.

**Cancellation Fee** – the fee payable by You if We end this Agreement due to Your conduct or You end this Agreement after 14 days from the day on which Your Equipment is delivered, but before the end of the Minimum Term. This is calculated as a lump sum equivalent to the total of



the Subscription Charges remaining during the Minimum Term of your Agreement less a variable discount, currently 20%. We reserve the right to vary the amount of the percentage discount from time to time.

**Cancellation Period** – the period in which You have the right to cancel this contract, which expires 14 days from the day on which Your Equipment is delivered.

**Charges** – the Subscription Charges, Per Megabyte Charge, any Additional Service Charge and/or any other charges that You incur when You use the Service which will be calculated using the then current Tariff.

**Data** – information on the Internet or otherwise that You will have the ability to access when using the Equipment.

**Equipment** - Your indoor hub, the SIM Card or other equipment used to access the Service.

**Equipment Warranty** – the warranty that We give You for Equipment other than 5G Equipment.

**Group Companies** – a subsidiary or holding company of a party and any subsidiary of any holding company and the meaning of subsidiary and holding company are taken from the Companies Act 2006.

**Minimum Term** – the minimum duration of Your Subscription set out in Your Order Confirmation.

**Network** – the electronic communications systems We use to provide the Service including Our network and the electronic communications systems of Our Third Party Network Providers.

**Order Confirmation** – the communication You receive confirming the details of the Service You have ordered from Us including information on Your Subscription and any Additional Services.

**Roaming** – the extension of connectivity to the Service in locations beyond the geographical coverage area of Our Network.

**Service** – the service ordered by You including the Equipment and access to the Internet via the Network, together with Additional Services that We may make available to You from time to time. As such, access to Emergency Organisations and Caller Location Information is not provided.

**SIM Card** – the SIM Card and USIM card(s) provided with Your Equipment.

**Subscription** – the Service You ordered as confirmed in Your Order Confirmation.

**Subscription Charges** – the monthly recurring charges that You must pay for Your Subscription.

**Tariff** – also referred to as “**Plan**” - the charges that apply to the Service from time to time and available on Our Website.

**Third Party Network Provider** – any third party operating a communications system used in the provision of the Service to You that We have entered into an agreement with.

**We, Our or Us** – UK Broadband Limited trading as Three Broadband.

**Website** – [www.threebroadband.co.uk](http://www.threebroadband.co.uk)

**You or Your** – You the customer and/or any person You purchased the Service for.

## 2. AGREEMENT

- 2.1. When You request a Service from Us We will notify You about this Agreement. When We accept Your request for Service (in our sole and absolute discretion) You are asked to read and accept these terms and conditions. By placing an order with Us, You are telling Us that You are happy with this Agreement and the Agreement will start the moment that We accept Your request for Service.
- 2.2. The Minimum Term starts from the moment that Your Service is activated and the Charges will be effective from this date, whether or not the Charges are debited from Your account on that date. Your bill, issued in accordance with clause 7, shall confirm the date range of the Charges and the approximate date funds shall be requested from Your account.



2.3. Whilst using the Service You agree to keep to this Agreement at all times and to follow all instructions on using the Service that We give You.

### 3. WHAT WE WILL PROVIDE TO YOU

- 3.1. We will open an Account for You and will also provide You with the Equipment required to use the Service, which will be covered by the Equipment Warranty (see clauses 9 and 10).
- 3.2. A dynamic IP address is offered as standard to all of Our customers. If You are a business customer then You can request a static IP address, subject to availability; we will do our best but we cannot guarantee availability. If we provide you with a static IP address it will be subject to the following conditions:
- a) the Minimum Term for Your static IP address will end at the same time as the Minimum Term for Your Service;
  - b) the address will be allocated by Us, unfortunately it cannot be chosen by You;
  - c) any allocated static IP address will revert to Us when Your Service is disconnected or terminated;
  - d) You will not own any IP address or have the right to sell Your static IP address to anyone else;
  - e) We cannot guarantee 100% availability for the static IP address but We will do Our best; if You do experience any problems then you can call Our customer service team on 0330 686 8000.

### 4. SERVICE AND COVERAGE

- 4.1. Once You are connected, We will provide You with access to Our Service. By using Our Service You are giving Us consent to provide Our Service to You. This will not affect Your right to cancel under Our Fourteen Day Money Back Guarantee.
- 4.2. The advertised and estimated maximum upload and download speeds for Our Service are set out here: <http://www.three.co.uk/broadband-speeds>.
- 4.3. We do not guarantee that Our Service will achieve any specific speeds. The speeds achieved by Our Service will depend on factors such as your geographic location, the type of walls and windows in your building, the number of people using the network, the external environment, and the correct setup of your hub – for example, You'll only be able to enjoy 5G speeds if You're in a 5G coverage area and using a 5G device.
- 4.4. We may implement measures to manage the traffic across Our network in exceptional circumstances to prevent impending network congestion and/or mitigation of the effects of any exceptional or temporary network congestion. We may also implement traffic management measures in order to meet Our legal obligations, preserve the integrity and security of Our networks, services, or terminal equipment, or to provide You with any particular services You have requested. For more information see Our Acceptable Use Policy at: <https://www.threebroadband.co.uk/legalstuff/>.
- 4.5. The variability of the download and upload speeds achieved, and the technology used to access Our Service, may affect Your experience of Our Service and Your ability to access and distribute information and content, and use and provide applications and services.
- 4.6. In the event that you experience continuous or regularly recurring disruption to the broadband services you may be entitled to a full or partial credit, based upon the period of the disruption, in accordance with clause 15.



#### 4.7. We may:

- a) change or withdraw some or part of the Service from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. As explained in clause 8, You can end this Agreement if this change is likely to be unfavourable to You;
- b) determine at any time how Service is presented and delivered to the Equipment or is otherwise made available to You.

4.8. Roaming will not apply when We are supplying You with an indoor hub.

### 5. USING THE SERVICE

5.1. It is Your responsibility to ensure that any Equipment is only used to access the Service as allowed in this Agreement.

5.2. Only Equipment that We provide to You may be used with the Service.

5.3. You will be able to upload and send Your own content using the Service. You grant Us and any Third Party Network Provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content You upload using the Service in so far as it is necessary for Us to provide you with the Service and/or to comply with our legal and regulatory obligations.

5.4. We accept no responsibility for any content, or use of content, that You may access when using the Service.

5.5. You must keep all PINs and passwords secure and confidential. You are also responsible for the security of Your Equipment and must ensure that You keep it secure (please refer to Your user guide for details).

5.6. You should immediately change Your PIN or password if You become aware that someone is accessing the Service on Your Account without Your permission.

### 6. YOUR OBLIGATIONS

6.1. You may only use the Service:

- a) for Your own personal use if You are a consumer. This means You must not resell or commercially exploit any of the Service or content that You access whilst using the Service.; or
- b) As a business customer You are only entitled to resell Services purchased from Three Broadband under this Agreement in the ordinary course of the Your business, and, in Your own name and for Your own account, on the basis that Three Broadband may refuse, cancel or withdraw any Order or Service at any time if it reasonably considers that You are either (i) competing with Three Broadband; (ii) operating outside the normal course of your business; (iii) negatively impacting Three Broadband in anyway whatsoever.
- c) When as a business customer You are reselling the Services in accordance with clause 6.1(b), You shall (i) account to Three Broadband for the proceeds of any such sale; (ii) ensure that any warranty is not breached (iii) ensure that Three Broadband shall not have any contractual relationship, responsibility, or liability with or towards, any of Your customers; (iv) ensure that no provision in Your contracts with Your customers for the provision of the Services purports to exclude the application of the Contracts (Rights of Third Parties) Act 1999 in relation to Three Broadband; (v) at all times be, responsible for: customer billing (including answering all billing queries and non-payment by customers and any Service usage generated by fraud on the Three Broadband Network), reporting all problems on the Three Broadband Network relating to the Services, and all data collection



- from its customers relating to the Service; and (vi) be responsible at all times to make a payment to Three Broadband of the Charges in accordance with this Agreement and failure by You to sell, bill and/or collect charges from Your customers shall not excuse, whether in whole or in part, Your responsibility to Three Broadband under this Agreement,
- d) in the course of running Your business if You are a business customer. You agree to follow any reasonable instructions that We may give You, and to allow Us access to Your premises if We need it.
- 6.2. You agree to follow any reasonable instructions that We may give You, and to allow Us access to Your premises if We need it.
- 6.3. You agree to the Minimum Term and to maintain enough funds in Your account to pay the monthly Charges in accordance with clause 7, and for the duration, of the Agreement.
- 6.4. You must not use the Service or Equipment or allow anyone else to use the Service or Equipment for illegal, improper or unacceptable uses. For example:
- a) for fraudulent, criminal or other illegal activity;
  - b) in any way which breaches Our or any other person's rights, including copyright or other intellectual property rights;
  - c) to copy, store, modify, publish or distribute Service or content, except where We give You permission;
  - d) in any way which breaches any security or other safeguards or, in any other way which harms or interferes with the Network, the Service or other users' access to or use of the Service;
  - e) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or label of the origin or source of software or other content contained in a file that You upload; and
  - f) in a manner that We believe is jeopardising the operation of Our Network.
- 6.5. You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the Service and Your Account. You must only use the Equipment authorised by Us for connection to Our Network and comply with all relevant legislation relating to its use.
- 6.6. We may publish an acceptable use policy on Our website <https://www.threebroadband.co.uk/legalstuff/>, which provides more detail about the rules for use of the Service in order to combat fraud, excessive use and where Additional Services are provided, We may introduce/require certain rules to ensure that they can be enjoyed by Our customers. If We publish and/or amend such a policy We will let You know. Whether or not we publish an acceptable use policy, You must not bring the name of Three Broadband, or our Group Companies, into disrepute or in any way intentionally cause damage or disruption to Three Broadband, our Group Companies or the Service.
- 6.7. You must inform Our customer services team on 0330 686 8000 of any changes to Your personal details such as banking and contact information, including Your address, phone number and email.
- 6.8. Responsible Use of Age Restricted Services  
If You are under 18, You are not allowed to access Our Age Restricted Services (if any). If You are 18 or over and You access the Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone under the Age of 18. You must also ensure that You have deactivated any access to Age Restricted Services if You allow anyone under 18 to use Your Equipment, this can be done via Our parental control feature in Your Account or by calling Our customer service team on 0330 686 8000.



## 7. PAYMENT

- 7.1. You agree to the Minimum Term and to pay all Charges for the Service.
- 7.2. We may set a Data spend limit on Your Account subject to a credit reference check. We may increase or remove this after carrying out the credit reference check.
- 7.3. You will not be able to exceed this spend limit without Our consent.
- 7.4. If there is a significant increase in Your usage between bills, We may contact You and ask for a part payment so You can continue to use Our Service.
- 7.5. We will normally bill You monthly in advance for any Additional Charges, the Subscription Charges and monthly in arrears for all other Charges. You agree to pay the Charges by the date specified on the Invoice and the method of payment will be as set out on Your Invoice.
- 7.6. We will provide bills online. In line with clause 2, We will provide Your first bill for Service shortly after We have provided the Service to You for the first time. After that, We will provide bills at regular intervals. However, We may sometimes provide You a bill at a different time, for example if the amount of money You owe Us is considerably higher than expected.
- 7.7. VAT is charged at the current rates, where applicable.
- 7.8. You agree to pay the Charges by direct debit or debit or credit card and payments will normally be taken automatically each month or, if different, we shall provide reasonable notice before taking direct debit payment. Any other payment method may be subject to an additional administration fee, not exceeding Our reasonable cost for the use of that means. If You think that the Charges on Your bill are incorrect and wish to dispute those Charges, You must tell Us straight away. You must pay any Charges that are not disputed. If you have paid the undisputed Charges then We will not suspend or end a Service while We investigate any dispute.
- 7.9. If You do not pay Your bill, We will send You a reminder or call You. If We do not receive payment within seven calendar days of the date of that reminder, We may add a late payment charge, to cover Our reasonable costs, to Your next bill by way of compensation to Us for breaking the terms of this Agreement. We may also charge You to cover the cost to Us for any direct debit or cheque payments which are returned to Us because You do not have enough funds in Your account. The charges relating to late payment set out in this paragraph are not subject to VAT.
- 7.10. We will generally not suspend or end the Service or the Agreement for non-payment of Your bill until 21 days after Your payment was due. If however You have failed to pay on time a recent bill or have failed to pay a bill on many occasions We may end the Service earlier than 21 days.
- 7.11. If You do not pay Your bill, We will contact You and We may charge You interest on the late or unpaid amounts. We may charge interest daily at the rate of 2% above the base rate of Barclays each year. We may ask a debt-collection agency to collect the payment on Our behalf. If We do, You will have to pay Us an extra amount by way of compensation to Us for breaking the terms of this Agreement. This will not be more than the reasonable costs We have to pay the agency, who will add the amount to Your debt on Our behalf (this will depend on the amount You owe Us). Any extra amount added to Your bill will not be subject to VAT. This paragraph applies even if Your Agreement with Us has ended.
- 7.12. By agreeing to take Service from Us You also agree to allow Us to conduct a credit reference check. If We choose to do so We will share Your personal data under contract and in accordance with the Data Protection Act 1998 with recognised and reputable credit



reference agencies such as, for example, Experian and/or Equifax. We may also report your payment history and any defaults to the relevant credit reference agency.

## 8. CHANGES TO TERMS AND TARIFF

- 8.1. We may change any of the terms of Your Agreement and when We do We will let You know at least 30 days in advance if We decide to;
  - (a) stop the Service; or
  - (b) make any changes to Your Agreement which are likely to be unfavourable to You; or
  - (c) increase the Tariff for the Service in any twelve-month period.
- 8.2. If You don't agree with any of the changes that We tell You about You may terminate the Agreement without additional penalty by giving notice to Us as set out in clause 20.3 and prior to the notified changes taking effect. If We make changes, and You carry on using the Service after the changes are made then You accept those changes at the same time.
- 8.3. If, following acceptance of an order You wish to amend the Minimum Term, then, You should advise Us in writing, and We shall confirm in due course, verbally or otherwise, that the Minimum Term may, or may not, be amended along with any associated Charges to effect the change. Where You do not wish to accept such Charges, then the Minimum Term and Service shall continue without change for the remainder of the Minimum Term, or may be terminated by You only in accordance with this Agreement and on the payment of any applicable cancellation Charges.
- 8.4. If following the Service being connected, You decide to move house within the Minimum Term, then please contact Us to discuss Your options. We may require you to pay a Cancellation Charge if the Service is not available in the area of Your new address.

## 9. EQUIPMENT

- 9.1. We will provide You with the Equipment needed to use the Service, this includes all cables You need for the Equipment to work and a SIM Card in order to access the Service.
- 9.2. If we provide You with 5G Equipment, this remains Our property at all times. All SIM Cards also remain Our property at all times.
- 9.3. We and our suppliers retain title to and ownership of the software for 5G Equipment We provide to you and all intellectual property rights in and on that 5G Equipment.
- 9.4. We may need to alter or replace Equipment from time to time. For Us to do this, We need You to follow our reasonable instructions if We send You replacement Equipment, for example where We need to upgrade the Equipment for security or performance improvements.
- 9.5. You are responsible for making sure that the Equipment is safe and used properly at all times. To do this, You agree to do the following:
  - (a) follow the manufacturer's instructions and any other reasonable instructions We have given You;
  - (b) keep the Equipment under Your control (for example, You may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against You);
  - (c) insure any of the Equipment against any loss, theft or damage for the full replacement value;
  - (d) not tamper with disassemble, misuse, neglect or damage the Equipment;
  - (e) not remove, tamper with or cross out any words or labels on the Equipment; and
  - (f) take proper care at all times to try and prevent the loss or theft of Equipment.





- 9.6. You agree to tell Us as soon as you can about any loss or damage to any part of Our Equipment. You should do this by contacting Our customer services team. You agree that You are responsible for any loss of or damage to the Equipment, regardless of how it happens, unless it is Our fault. We will charge You for any loss of or damage to any 5G Equipment or SIM Card that You are responsible for.
- 9.7. You will have received certain software in the Equipment at the point of activation of the Service, and other software programs We may deliver to the Equipment from time to time, which the Equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with the Equipment. You must not use any unauthorised software on the Equipment.

## 10. EQUIPMENT WARRANTY

- 10.1. We provide You with a warranty for any Equipment We provide to You under this Agreement, other than 5G Equipment. 5G Equipment is not covered by this warranty as We retain ownership of all 5G Equipment We provide to You, in accordance with clause 9.2 above.
- 10.2. For Equipment other than 5G Equipment, We warrant that, for the period set out below, Equipment covered by this warranty will be free from defects in materials and workmanship and We will, at Our sole discretion, either repair or replace any defective Equipment subject to the terms and conditions of this warranty.
- 10.3. The warranty period is 12 months and will commence from the date that You receive the Equipment covered by this warranty.
- 10.4. This warranty does not cover damage resulting from:
  - (a) Normal wear and tear of the Equipment;
  - (b) Defects and damages due to the Equipment being used other than in the normal and customary manner or in a way that is contrary to the instructions provided by Us;
  - (c) Any unauthorised disassembly, repair, alteration or modifications being carried out;
  - (d) Defects or damage due to negligence or accident however caused;
  - (e) Defects or damage arising from improper testing, operation, maintenance, installation, or any alteration or modification;
  - (f) Defects or damage due to spillage of food or liquids, corrosion, rust or the use of wrong voltage;
  - (g) Scratches or damage to plastic surfaces and all other externally exposed parts that are due to normal customer use;
  - (h) Defects caused by the fact that the Equipment was used with or connected to a product or accessory not manufactured or supplied by Us;
  - (i) Viruses resulting from unauthorised access to the Service, other accounts, computer systems or networks.
- 10.5. Any Equipment requiring service/repair under this warranty must be delivered at the end user's cost.
- 10.6. This warranty will be null and void should any of the following events occur:
  - (a) The defacing or the removal of the serial number or any warranty seal on the Equipment;
  - (b) The alteration or modification in any way of any term contained in this warranty without Our prior written consent.
- 10.7. All repaired or replaced Equipment will be warranted for the balance of the original warranty period from the date of repair or replacement.



- 10.8. This limited warranty is valid and enforceable only in the United Kingdom.
- 10.9. If the Equipment is returned to Us after the expiration of the warranty period then Our normal policies shall apply and You will be charged for the replacement Equipment.
- 10.10. We do not assume any other obligation or liability beyond that which is expressly provided for in this limited warranty and the Agreement.
- 10.11. All warranty information, Equipment features and specifications are subject to change without notice.
- 10.12. This limited warranty is Your sole and exclusive remedy against Us and Our sole and exclusive liability in respect of defects in the Equipment. To the extent permitted by law, this warranty is in lieu of any and all warranties express or implied including any implied warranty of merchantability or fitness for a particular purpose. We assume no liability for the breach of the warranty beyond correcting the breach in the manner described above. In no event shall We be liable for loss of profits, revenue, data, use, commercial loss, or consequential loss or damages.
- 10.13. In the event that You wish to make a claim under this warranty, You are requested to retain a copy of Your Order Confirmation for presentation to Us.

## 11. RETURNING EQUIPMENT

- 11.1. You must return any item of Equipment that:
  - (a) You are returning because You have notified Us that You wish to cancel the Service under the terms of the fourteen day money back guarantee (see clause 20.1); or
  - (b) You report to Us as faulty; or
  - (c) We tell You is faulty or requires replacement for technical reasons.
- 11.2. We may replace such Equipment before You return it to Us, but You must still return the item(s).
- 11.3. We will provide a returns bag so that the item can be returned at no cost to You.
- 11.4. We may test any Equipment reported as faulty by You. If it is found to be working, We may choose to either return or replace it (if We have not already replaced the item) and charge You Our costs for testing and postage of the Equipment.
- 11.5. You must return any 5G Equipment to Us within 90 days of the following cases (unless we have informed You otherwise):
  - (a) if We or You end this Agreement;
  - (b) if You decide to disconnect from some of Our Services;
  - (c) if You take up an offer to upgrade the 5G Equipment We provide to You;
  - (d) if You report the 5G Equipment to be faulty; or
  - (e) if We request You to return the 5G Equipment to Us for any other reason.
- 11.6. You must return the 5G Equipment to Us in a reasonable condition, allowing for fair wear and tear. We will send to You a returns bag so that the item can be returned at no cost to You. You must provide Us with proof of postage of the 5G Equipment.
- 11.7. If You fail to return the 5G Equipment after 90 days, as required by clause 11.5, You will have to pay a non-return charge. For more information about these charges please see



the FAQs section on our website at <http://www.three.co.uk/store/broadband/home-broadband>.

- 11.8. If We hold any of Your money We may use that money towards payment of the non-return charge.
- 11.9. Payment of the non-return charge does not transfer ownership of the 5G Equipment to You and You are still required to return the 5G Equipment to Us. If You have failed to do so We may take legal action to recover it from You.
- 11.10. If You have any additional Equipment that You do not need to return in accordance with clause 11.5, We encourage You to dispose of it responsibly if You are no longer using it so please contact Us for further information about disposing of Your additional Equipment.
- 11.11. You will have received certain software in the 5G Equipment at the point of activation of the Service, and other software programs We may deliver to the 5G Equipment from time to time, which the 5G Equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with the 5G Equipment. You must not use any unauthorised software on the 5G Equipment.
- 11.12. We and our suppliers retain title to and ownership of the software for the 5G Equipment We provide to you and all intellectual property rights in and on that 5G Equipment

## 12. LOST OR STOLEN EQUIPMENT

- 12.1. You will be liable for any Data use which occurs after any of the Equipment is lost or stolen unless You have told Us, in which case We will terminate all Services and suspend Your Account until such time as You are able to access the Service, at such time We will reactivate Your Account.

## 13. NO RIGHT OF RESALE OR TRANSFER

- 13.1. You are not allowed to sell or transfer the Equipment or the Service supplied to You unless You have Our specific written consent.
- 13.2. You may not transfer any credit or Account Information to anyone else.
- 13.3. If You sell or attempt to sell any of the Equipment or Service provided to You by Us or if You attempt to transfer Account information to anyone else without Our consent, We will immediately cancel Your Account and You will not receive any refund.

## 14. SUSPENSION OR DISCONNECTION OF SERVICE

- 14.1. We may suspend or disconnect any or all of the Services You use without notice if:
  - a) We reasonably believe You have provided Us with false or misleading details about Yourself;
  - b) We tell You that Your use of Service is causing problems for other users, and You carry on using the Service in the same way;
  - c) We believe Your Equipment has been lost or stolen;
  - d) We reasonably believe that You have used the Service or the Equipment for illegal or improper purposes or You are otherwise not complying with Your obligations in clause 6 above;
  - e) We receive a serious complaint about You which We believe to be genuine (for example if You are using any Service in any of the ways prohibited in clause 6);
  - f) Because of Your improper conduct, or in the event of Your bankruptcy, insolvency, or death;



- g) We are required to suspend Your Service by the emergency services or other government authority; or
  - h) We no longer have access to operator network(s) that We need to provide Service to You, or, because We or a third party that We rely on to provide Service, cease business.
- 14.2. We will try to tell You when We suspend or restrict Your Service, but We do not have to.
- 14.3. When We suspend or restrict Your use under clause 14.1, this Agreement will continue and You still have to pay all Charges due during any period when We suspend or restrict the Service.
- 14.4. We may agree to re-connect You if You ask Us to do so and there may be a re-connection charge for this.

## 15. DISRUPTION OF SERVICE

- 15.1. There may be times when the Service is not continuously available or the quality is affected and so We cannot guarantee a fault free Service. For instance:
- a) when We or Our Third Party Network Provider need to perform upgrading maintenance or other work on the Network or a Service;
  - b) when You move outside Our Service area while You are using a Service;
  - c) when You are in areas not covered by Our Network;
  - d) because of other factors outside of Our control, such as regulatory requirements, lack of capacity, excessive network usage, interruptions to Service from other suppliers, faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 15.2. If Our Third Party Network Provider is experiencing high capacity usage, Your usage, Your access to and/or speed of Service may be affected.
- 15.3. In the event that You experience continuous or regularly recurring disruption to the Service (such as where Your access to Service 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 Charges. To receive a credit or refund You'll need to report to Us a disruption in order that we may investigate Your concerns, consider the extent to which You use the Services in question and measure the disruption against Your typical usage history. This is without prejudice to any remedies which may be available to you under consumer law or general contract law, including damages or early termination of this Agreement (where the disruption to the Services is very serious). Please contact our customer services team on 0330 686 8000 and We'll work with You to find an appropriate resolution for Your particular circumstances.

## 16. INTELLECTUAL PROPERTY

- 16.1. All rights, including copyright in the Service and their content, belong to Us, Our Third Party Network Provider, other third party suppliers or Our licensed source, like a content provider. We and they reserve all Our and their rights.
- 16.2. The Three Broadband trade mark and other related images, logos and names on the Services are proprietary marks of UK Broadband Limited or one of Our Group Companies or licenced to Us by a third party. We and they reserve all Our and their rights.



## 17. LIABILITY

- 17.1. We will be liable to You if Our negligence causes death or personal injury.
- 17.2. We will not be liable to You for: (a) loss of income or profit;
- a) loss of use of the Service;
  - b) lost business or missed opportunities; or
  - c) any loss or damage that is not directly caused by Us or which We did not reasonably expect at the time You entered into this Agreement.
- 17.3. We will not be legally responsible to You if We cannot provide the Service because of something outside Our reasonable control;
- a) unless Our negligence has caused death or personal injury Our liability to You will not be more than £3000 for each claim or a series of related claims.
  - b) if You are a consumer, the terms of this Agreement will not affect any rights which You may have under any law and which We cannot exclude by agreeing it with You.

## 18. PRIVACY AND YOUR INFORMATION

- 18.1. We may pass and share Your personal information to Our Group Companies, Third Party Network Provider, other communications service providers and network operators or credit reference agencies amongst others, so that We can provide You with the Service, for the detection and prevention of theft or fraud and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 18.2. We may transfer Your information to a country outside the European Economic Area (“EEA”). If We do this, We will ensure that Your personal information is protected to the same standards that apply in the UK and the EEA.
- 18.3. Unless You have told Us otherwise, You and anyone whom You have bought the Equipment for agree that We, Our Group Companies and Our carefully selected business partners can use information about You including information about Your use of Our Network and Service and related products. We and such parties may also use the location of the Equipment that You are using with the Network to tell You about Our products and Additional Services and third party offers that may be of interest to You and for research and analytical purposes. You can ask Us to stop sending You direct marketing at any time by contacting Our customer services team on 0330 686 8000 or by going to Your Account.

## 19. THIRD PARTY RIGHTS

- 19.1. This Agreement is entered into by Us for the benefit of Us and Our Third Party Network Provider.
- 19.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Our Third Party Network Provider will have the same rights against You as would be available if they were a party to this Agreement.

## 20. ENDING THIS AGREEMENT AND YOUR RIGHT TO CANCEL

- 20.1. If You call Us within 14 days from the date that You received the Equipment, You may cancel Your Agreement with Us and We shall give You Your money back in accordance with clause 20.4. You will need to send the Equipment to Us (undamaged and in its original packaging including any supplied SIM Cards, leads or accessories). If You do not



- return the Equipment within 14 days or if the Equipment is damaged then We will charge You for the replacement cost of the Equipment.
- 20.2. If You cancel Your Agreement with Us after 14 days from the date that You received the Equipment, You must still pay all outstanding Charges, including a Cancellation Fee for Disconnection. The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term of your agreement less a variable discount, currently 20%. We reserve the right to vary the amount of the percentage discount from time to time.
  - 20.3. To exercise a right to cancel, You must inform Us (UK Broadband Limited trading as Three Broadband, 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF; 0330 686 8000, or by email to any email address We may have given You) of Your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, e-mail or phone call). You may use the model cancellation form that is available from Us, but You are not obliged to. If You are cancelling the Agreement under clause 20.1 above, to meet the cancellation deadline, it is sufficient for You to have called Us or sent Your communication concerning Your exercise of the right to cancel within 14 days of the delivery of Your Equipment even if We receive it after the 14 days has expired.
  - 20.4. If You cancel this Agreement under clause 20.1 above, We will reimburse You all payments that We have received from You less a reasonable Charge for any excessive use of the Service plus any Charge for the Additional Services that You selected received. Any such deductions will not affect Your consumer rights.
  - 20.5. For the purposes of clause 20.4 above We will reimburse You not later than:
    - a) 30 days after the day We receive back Your Equipment, or
    - b) (if earlier) 30 days after the day You provide evidence that You have returned the Equipment, or
    - c) If We have not already sent the Equipment, 30 days after the day on which We are informed about Your decision to cancel this Agreement.
  - 20.6. We will repay You using the same means of payment that You used for the initial transaction, unless You have expressly agreed otherwise; in any event You will not incur any charges as a result of the repayment.
  - 20.7. Unless You tell Us that You wish to cancel the Service following activation of Your Account and within 14 days of first receiving the Equipment, You are committed to the Minimum Term.
  - 20.8. Subject to clause 20.9 below, once We have provided the Service, You may tell Us to stop providing it at any time by giving Us 30 days' notice by calling Our customer service team on 0330 686 8000 or by email to any email address We may have given You or by letter to the address on Your last bill. We will write to You to confirm the date that Your Service will end.
  - 20.9. Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A if within any relevant Minimum Term, You choose to end the Service or You cancel Your direct debit or other payment method without contacting Us to arrange payment by alternative means, We may end Your Agreement for the Service and You must still pay all outstanding Charges, including a Cancellation Fee for Disconnection, in accordance with clause 20.2.
  - 20.10. Subject always to the terms of the Insolvency Act 1986 (as amended from time to time) and in particular sections 233A and 372A if You or We end the Agreement for the Service, We will pay back to You any money We owe You relating to that Agreement. We will first take off any money You owe Us under that Agreement or any other Agreement between



Us. Where We provide You with a range of communications Services and You owe Us money for one Service We reserve the right to Charge You for that Service via the bills We send You for Your other Services, unless there is a genuine dispute between Us regarding one of Your Services.

## 21. GENERAL

- 21.1. We hope You'll be very happy with Your Three Broadband Service, but if You do have a complaint You can write to Us at: Customer Care, Three Broadband, 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF. If You are a consumer or a business with fewer than ten employees and have a complaint that We have been unable to resolve within eight weeks, You have the right to ask the Ombudsman Service (an alternative dispute resolution scheme) to investigate Your complaint at no cost. For details of Our complaints process and how to contact the Ombudsman Service please go to [www.threebroadband.co.uk/complaints](http://www.threebroadband.co.uk/complaints) or You can call the Ombudsman Service directly on 0333 300 1620 or 0330 440 1614 or via their website <https://www.ombudsman-services.org/communications.html>.
- 21.2. This Agreement is governed by English law and subject to clause 21.1 above We and You agree to only bring legal actions about this Agreement in a UK court.
- 21.3. If You, or We or Our Third Party Network Provider, delay, or do not take any action to enforce Our respective rights under this Agreement, this does not stop You, or Us or them, from taking action later.
- 21.4. If any of the terms in this Agreement are not legally valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 21.5. We may assign or transfer Our rights and obligations under this agreement, provided that Your rights are not affected.