

Three Business Product Terms

Implementation Manager

What is Three's Implementation Manager Service?

Three's Implementation Manager is a chargeable Service Add-on for Three Business customers and provides Customer with a dedicated named Implementation Manager from Three's Implementation Team to provide a range of implementation services, further described below, to support Customer joining Three ("**Implementation Services**").

The Implementation Manager Service has been developed to help Customer smoothly transition to Three, with a level of flexibility to suit Customer's specific business requirements.

Customer's Implementation Manager will act as a single point of contact and provide the agreed Implementation Services. Implementation Services are available irrespective of whether Customer has opted for voice or mobile broadband connections, or a combination thereof, and are as set out below.

The Implementation Manager Service Add-on is applied at billing account level and is primarily aimed at customers with a minimum of 250 connections.

Implementation Services:

Type of Support	Description
Project Management	▪ Introductory call to introduce the Implementation Manager and outline the onboarding process. ▪ End to end project management with a tailored project plan, timelines clearly defined and a project close report (if required). The Implementation Manager will also respond to any issues with Customer onboarding and work proactively to oversee the smooth onboarding of Customer. ▪ Weekly project calls to provide updates. ▪ Remote support managed via Microsoft Teams, calls or email.
Labelling	▪ SIM and/or Device envelope labelling to: (a) reduce distribution admin; and/or (b) provide information for the User (see below). ▪ Labelling options are flexible (within character limits), and can include User name, MSISDN and Plan details.
Dispatch (UK only)	Delivery shall be to Customer's registered or trading address. Dispatch to alternative or multiple addresses will be subject to Three's commercial review and agreement. Any additional Charges will be confirmed. <u>SIM only</u> - Single dispatch address with 80 or more SIMs will be sent via DPD next working day service where available. - All other SIMs will be sent via Royal Mail (first class). <u>Devices and SIMs</u> - Devices and accompanying SIMs will be sent via DPD next working day service where available.
Port Management	▪ Manage the smooth porting of User MSISDNs by triggering the network registration and creating a database of end user PAC /STAC codes and port dates. ▪ Customer acknowledges and agrees that Three may send service communications via SMS to Customer and Users in order to facilitate porting to Three.

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Terms and Conditions for Implementation Manager

The supply of the Implementation Manager Service under these Product Terms (“**Terms**”) is subject to the provisions of the Terms and Conditions for using the Three Network for Business Customers found at [Terms and Conditions | Three](#).

These Terms may be amended from time to time. The current version of these Terms is available at [Terms and Conditions | Three](#). The term “**Service**” or “**Service(s)**” or “**Services**” in these Terms means the Implementation Manager Service Add-on.

1. Commencement Date

- 1.1 The Service(s) begin on the date Customer purchases the Implementation Manager Service Add-on (“**Implementation Manager Commencement Date**”) and will continue, unless terminated in accordance with the terms of the Agreement, and subject to clause 1.4 below, until the latest of:
 - 1.1.1 the final MSISDN porting to Three; or
 - 1.1.2 the last MSISDN being onboarded, from Customer’s overall holding anticipated when entering into the Three Business Agreement; OR
 - 1.1.3 in the case of bespoke Implementation Services, when such Services have been delivered in accordance with the Statement of Requirements and/or Implementation Services Checklist (as applicable).
- 1.2 Customer may access their dedicated Implementation Manager from the date they receive confirmation that their Implementation Manager has been allocated. Prior to this, Customer can access support via the Three Business Service Team.
- 1.3 Three will use reasonable efforts to allocate Customer’s Implementation Manager within 2 Working Days following the Implementation Manager Commencement Date, but Customer acknowledges and agrees that all dates are estimates, and Three has no liability for any failure to provide the Service by any specific date or timeframe.
- 1.4 In the event the Implementation Manager is unable to complete the tasks required to complete the Service(s) in whole or in part due to delays caused wholly by Customer, or insufficient information being provided by Customer, in addition to the rights set out in clause 3.3 below, Three may at their discretion, and where Customer has been notified to remedy and has failed to do so within the timescales provided:
 - 1.4.1 cease the Service(s) wholly or partially completed without any liability or refund. Customer shall remain liable for the Implementation Services Charge(s); or
 - 1.4.2 delay the Agreement start date at its sole discretion.

2. Charges and Payment

- 2.1 The agreed Charges in respect of the Service(s) will be as set out in Customer’s Three Business Agreement and will be added to Customer’s bill following the Implementation Manager Commencement Date. The Charges for Implementation Services may be payable prior to delivery of the Implementation Services, dependent upon the agreed completion date and Implementation Services agreed.
- 2.2 Customer agrees to pay all Charges for the Service(s) in accordance with the terms of the Agreement. Customer acknowledges and agrees that any change to the agreed Statement of Requirements and/or Implementation Services Checklist (as applicable) may require a refreshed Statement of Requirements and/or Implementation Services Checklist (as applicable), and may also incur additional Charges which shall be added to Customer’s subsequent bill. Any changes are to be agreed by both parties in writing.
- 2.3 Should Customer disagree with any of the Charges appearing on a bill issued by Three in connection with the Service(s), Customer should raise a dispute in accordance with the terms of the Agreement.
- 2.4 If Customer fails to pay the bill in full by the due date, Three reserves all rights of recourse as set out in the terms of the Agreement, or these Terms.
- 2.5 Subject to clause 4.2 below, in the event Customer terminates the Implementation Service(s), and the Service(s) are not yet wholly completed, or Three are unable to complete the Service(s) as set out in clause 1.4 above, Customer shall still be liable for the Charges as set out in the Three Business Agreement.

3. Implementation Services

- 3.1 Customer and Three shall collectively agree a Statement of Requirements and/or Implementation Services Checklist (as applicable).

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- 3.2 Three shall commence the Implementation Services from the Implementation Manager Commencement Date and Three will work with Customer to agree the implementation process, the timescales of which will be dependent on size, complexity of requirement and availability of Customer. This process shall be confirmed within the Statement of Requirements and/or Implementation Services Checklist (as applicable). Three will work with Customer to expedite the implementation process wherever possible.
- 3.3 In the event of material delays due to or as a result of Customer's act or omission, Three reserves the right to review the Charges, or take action as permitted under clause 1.4 above.
- 3.4 Three shall assign an Implementation Manager to Customer together with a dedicated email address and dedicated contact number. During Working Hours, if the Implementation Manager is unavailable or out of the office, Three will route emails and calls to the Implementation Team. In the event that the Implementation Manager leaves their position within Three, Three will assign an alternative Implementation Manager. Customer will continue to be supported by the Implementation Team during this reassignment.
- 3.5 The Implementation Manager shall be responsible for providing the Implementation Services set out in the agreed Statement of Requirements and/or Implementation Services Checklist (as applicable). If there is any conflict between these Terms and Statement of Requirements and/or Implementation Services Checklist (as applicable), the Statement of Requirements and/or Implementation Services Checklist (as applicable) shall prevail.
- 3.6 Three shall provide the Service(s) during Working Hours on Working Days. Outside of Working Hours, Customer's calls shall be automatically re-routed to the Three Business Service Team.
- 3.7 All Services will be completed remotely unless specifically agreed otherwise in the Statement of Requirements and/or Implementation Services Checklist (as applicable).
- 3.8 In order for Customer to receive the Service(s), and for Three to provision the Service(s), it is conditional on Customer's: (i) acceptance of these Implementation Manager Product Terms; and (ii) compliance at all times with the terms of the Agreement as defined in clause 1.2 of the Terms and Conditions for using the Three Network, found at [Terms and Conditions | Three](#). Customer's or their Users use of the Service(s) shall be deemed acceptance of these conditions.
- 3.9 Three may change these Terms or change, suspend, discontinue, update or upgrade the Service in order to ensure compliance with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage Customer, Three will provide a minimum of 30 days' notice. By continuing to use the Service(s) after that time, Customer is expressing and acknowledging acceptance of the changes.
- 3.10 Should Customer's account be allocated an Implementation Manager on a goodwill basis, Three reserves the right to remove the Implementation Manager or narrow the scope of Implementation Services at Three's sole discretion. This will be confirmed by Three to Customer prior to removal or as soon as reasonable thereafter.
- 3.11 In the event Implementation Services are agreed to be provided at Customer premises, and the Implementation Manager (Three employee), attends Customer's site or premises for the provision of Implementation Services, Customer agrees that:
 - 3.11.1 the Implementation Services shall be provided during Working Hours (to include travel);
 - 3.11.2 they shall abide by all applicable health and safety and employment laws and regulations including for the avoidance of doubt, the Health and Safety at Work act 1974;
 - 3.11.3 Implementation Manager is not permitted to have any devices in their possession whilst travelling to or from Customer's site or premises;
 - 3.11.4 they shall comply with Three's employment policies and procedures (which, if required by Three, will be sent in advance) relating to (amongst other things) the Working Time Regulations 1998 and Anti-Bullying and Harassment applicable to the Implementation Manager whilst at Customer's site or premises; and
 - 3.11.5 they shall at their own cost, keep in place adequate employers' liability and public liability insurance protecting the Implementation Manager whilst at Customer's site or premises.
- 3.12 In the event of lost SIMs (not under Three's control), replacement SIMs shall be charged as set out in the Price Guide. Current charge per replacement physical SIM is £4.26 exc. VAT. Please see <https://www.three.co.uk/terms-conditions/business/business-price-guides>.

4 Bespoke Implementation Services

- 4.1 Where Customer has a specific requirement that is not met by the standard Implementation Services, the parties may be able to agree additional bespoke Implementation Services dependent upon the individual requirements and complexity of Customer's base, to complement the above Implementation Services. The parties shall discuss bespoke requirements and where agreed, these additional activities shall be set out in a Statement of Requirements and/or Implementation Services Checklist (as applicable).

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- 4.2 The following cancellation charges will be payable by Customer in the event of a cancellation (including with the intent to reschedule) of any bespoke Implementation Services at the request of Customer:

Notice Given	Cancellation Charge (% of agreed Charges for bespoke Implementation Services)
Within 48 hours or less of agreed start date	100%
Within 2-7 days of agreed start date	50%
Greater than 8 days before agreed start date	0%

- 4.3 Bespoke Implementation Services are not intended to be available on a standalone basis. The bespoke Implementation Services are intended to supplement and complement the standard Implementation Services. Any agreement otherwise shall be in writing and confirmed within the Three Business Agreement and Statement of Requirements and/or Implementation Services Checklist (as applicable).

5. Data Protection

- 5.1 Customer agrees to comply with its obligation to inform Users of the transfer of their Personal Data to Three so that Three can process Personal Data in accordance with the terms of this Agreement. For more information on how Three collect, share and use Customer's and Users data see Section 13 of the Terms and Conditions for using the Three Network for Business Customers found at [Terms and Conditions | Three](#) and Three's Privacy Policy at https://www.three.co.uk/your_privacy.
- 5.2 Customer agrees to inform its Users that their mobile numbers will be shared with Three in order to receive SMS in relation to the agreed Implementation Services. Mobile numbers will not be used for other purposes other than as permitted under the terms of the Agreement.

6. Use Restrictions

- 6.1 Three may (in its sole discretion for operational, technical, or commercial reasons) determine that it may not be able to provide some or all requested components of the Service(s) and reserves the right to offer Customer:
- 6.1.1 the remaining elements of the Service(s);
 - 6.1.2 an equivalent or improved service to replace the Service(s); or
 - 6.1.3 the right to cancel the Service (without liability) and refund any applicable Charges that Customer has paid for the elements of the Service(s) not provided.

7. Warranties

- 7.1 Three warrants that the Service(s) to be provided under the Agreement will be performed with reasonable skill and care.
- 7.2 Customer acknowledges that they have assessed for themselves the suitability of the Service(s) for their requirements, and that Three does not warrant that the Service(s) will be suitable for such requirements.
- 7.3 Three does not represent or warrant that the operation of the Service(s) will be uninterrupted, fault-free or error-free. If Customer suffers any disruption to the Service(s), Customer should contact Three in accordance with the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#)
- 7.4 Except as expressly stated above, all other warranties, conditions, terms, undertakings, and representations, expressed or implied, statutory or otherwise, in connection with the Service(s) provided to the Customer ancillary or incidental to the use of the Service(s), are hereby excluded to the fullest extent permitted by law.

8. Liability (Limitations and Exclusions)

- 8.1 These Terms shall apply in addition to the terms set out in Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#).
- 8.2 Three shall not be liable to Customer, their Users or any third party, for any direct, indirect, special, exemplary, incidental or consequential loss including, but without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim including, without limitation a claim for breach of contract, in tort, for negligence, for breach of warranty or otherwise and whether or not foreseeable, and including, but without limitation, arising as a result of: (a) any unauthorised third party access to the Service(s); or (b) the suspension or termination of the Service (as permitted by the Agreement).
- 8.3 Three shall not be liable for non-performance of the Service where outside of Three's direct control.
- 8.4 Multi-dispatch address: In the event multi dispatch addresses are agreed by Three, for SIMO and/or Devices, the following shall apply:

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- 8.4.1 Address Accuracy Responsibility: Customer acknowledges and agrees that ensuring the accuracy of User addresses is their sole responsibility. This includes but is not limited to providing correct and up-to-date addresses for delivery.
- 8.4.2 Liability for Incorrect Addresses: In the event that incorrect User addresses result in failed deliveries, delays, or additional costs, Customer shall bear full liability for any associated consequences. Three shall not be held responsible for issues arising from inaccuracies in the provided User addresses including unauthorised usage.
- 8.4.3 Notification of Changes: Customer agrees to promptly notify Three of any changes or updates to User addresses. Failure to provide timely updates may result in delivery issues for which Customer assumes full responsibility.
- 8.4.4 Consequences of Incorrect Addresses: Customer acknowledges that incorrect User addresses may lead to additional expenses, redirection fees, or other related costs. Any such costs incurred due to inaccurate address information shall be the sole responsibility of Customer.
- 8.4.5 Indemnification: Customer agrees to indemnify and hold Three harmless against any claims, losses, or damages resulting from inaccurate User addresses provided by Customer. This indemnity shall be excluded from the aggregate liability cap set out in Section 12.3 of the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#).
- 8.4.6 Replacement SIMs shall be chargeable as set out in clause 3.12 of these Product Terms.

9. Suspension of the Service(s)

- 9.1 Three may change these Terms and change, suspend, or discontinue the Service at any time.
- 9.2 In addition to the rights of suspension set out within these Terms and the Terms and Conditions for using the Three Network for Business customers found at [Terms and Conditions | Three](#), Three reserves the right to suspend the Service pending investigation where:
 - 9.2.1 it reasonably suspects any of the requirements in these Terms have been breached by Customer, and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place;
 - 9.2.2 in the event of an emergency, including complying with any request of an emergency service organisation;
 - 9.2.3 maintenance;
 - 9.2.4 Customer or a User has breached the Acceptable Use Policy, and the conduct is considered to be serious; or
 - 9.2.5 to comply with any law, regulation, court order or governmental request or order.
- 9.3 Any suspension of the Service(s) shall not exclude Three's right to subsequently terminate the Agreement.

10 Termination of the Service(s)

- 10.1 Subject to clause 1.4 above, unless terminated in accordance with the terms of the Agreement (to include these Terms), the Service will continue until the latest of:
 - 10.1.1 the final MSISDN porting to Three;
 - 10.1.2 the last MSISDN being onboarded from Customer's overall holding anticipated when entering into the Three Business Agreement; OR
 - 10.1.3 in the case of bespoke Implementation Services, when such Services have been delivered in accordance with the Statement of Requirements and/or Implementation Services Checklist (as applicable).
- 10.2 Without prejudice to Three's other rights set out within the Agreement, Three shall be entitled to terminate the Service(s) forthwith on written notice to Customer in the event that:
 - 10.2.1 Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of the Service(s);
 - 10.2.2 Three is unable to resolve a dispute with any third party or continue to receive services from any third party upon whom provision of components of the Service(s) is related or contingent;
 - 10.2.3 Customer or a User has breached the Acceptable Use Policy, and the conduct is considered to be serious; or
 - 10.2.4 Three has reasonable grounds to believe that Customer's use of the Service(s) constitutes a breach of the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#) or any Applicable Law.

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11 Definitions

11.1 The Definitions section of the Terms and Conditions for using the Three Network for Business customers Agreement (titled 'Definitions') shall be amended by the inclusion of the following additional defined terms:

- a) "Acceptable Use Policy" means Three's policy set out at [Terms and Conditions | Three](#), which sets out usage obligations for Customer and their Users in respect of the Three Services, as updated by Three from time to time.
- b) "Implementation Manager" is the named individual within the Implementation Team who will act as a single point of contact and provide the implementation services.
- c) "Implementation Team" means the team available to support Customer with the Implementation Services.
- d) "Statement of Requirements" and "Implementation Services Checklist" means the document setting out the agreed Implementation Services including responsibilities of the parties, Charges (if not included in the Three Business Agreement, or subsequently agreed) and expected timescales for delivery.
- e) "Working Hours" ordinarily means 9am to 5.30pm on Working Days.
- f) "Working Day(s)" means Monday to Friday inclusive, other than public holidays in the UK.
- g) "Three Business Service Team" means the team contactable on 337 from a Three phone, or 0333 338 1004 from any other phone. The Three Business Service Team are available from 8am to 6pm on Working Days.