



Three Ireland Services (Hutchison) Limited  
28/29 Sir John Rogerson's Quay  
Dublin 2

Phone Contact: 1913  
Or from abroad: +353 83 333 3333

<http://www.three.ie/web/contact-us/>

## Terms & Conditions: Cancellations.

We will investigate any complaint you may have in accordance with our complaints handling policy, after which we will contact you with the results. Our complaints handling policy is detailed here <http://www.three.ie/explore/about-three/code-of-practice/>

See below for some legal terms and conditions that you should know in advance;

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us at one of the contact addresses/numbers given above of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, or Webchat at <http://www.three.ie/web/contact-us/> ).

The following information should be supplied if cancelling.

- Your own Name
- Type of Contract being cancelled
- Description of the Goods or Services that were purchased
- Date the goods or services were ordered or received on
- Name of consumer(s)
- Address of consumer(s)
- The text "I confirm that I have in this notice advised Three Ireland Services (Hutchison) Limited of any ancillary contracts to be cancelled" should be used
- Signature of consumer(s) [only if this form is notified on paper, this is not required for email],
- Date that the cancellation was requested or submitted.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to Three Customer Services, Three Ireland Services (Hutchison) Limited, PO Box 333, Dublin 2, Ireland, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us.

The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the direct cost of returning the goods. You will be liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and functioning.

You will be responsible for any damages to the device due to incorrect or inadequate packaging while it is in transit or if you have personally arranged its transport. If you requested to begin or you begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.

Where we have provided you with a Device, your Device as delivered complies with any description provided by us. Your Device is fit for the purposes for which telecommunications goods of the same type are normally used and the quality and performance of your Device are satisfactory given the nature of the Device. The Services are only used with Devices approved for use with the Three Network. The manufacturer of your Device has provided you with a warranty against defects in materials and workmanship for a period of at least 12 months from purchase. The manufacturer's warranty is in addition to your legal rights.

If your application has been accepted subject to you making a prepayment, your prepayment will be applied as a credit balance to your Three Bill Pay account and usage will be deducted from that credit balance until it has been used up. You agree to pay all Charges (whether you use the SIM card or not), due under your agreement. These Charges may cover (without limitation) fixed periodic charges, including your monthly recurring charge which you acknowledge has been explained to you, usage charges (for example, charges for Out of Bundle Services or Additional Services as set out at <http://www.three.ie/web/legal/older-terms-and-pricing/bill-pay-pricing/> and [http://www.three.ie/web/uploads/pdfs/terms/consumer/DQ\\_Rates\\_Apr\\_2013.pdf](http://www.three.ie/web/uploads/pdfs/terms/consumer/DQ_Rates_Apr_2013.pdf), account administration fees.

The minimum price for the services provided under this agreement is the cost of your monthly recurring charge. We will investigate any complaint you may have in accordance with our complaints handling policy, after which we will contact you with the results. Our complaints handling policy is detailed in our Code of Practice which is a PDF document accessible from our homepage three.ie: via the footer. If the contact details provided by you are not your contact details, please notify us.

Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation or for any other liability that we are not permitted by law to exclude or (as the case may be) limit. These terms and conditions and the contract are subject to Irish law.

**Please note:** this e-mail was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

The terms for your Three Services are available at [http://www.three.ie/web/uploads/pdfs/terms/consumer/The\\_General\\_Terms\\_Three\\_Service.pdf](http://www.three.ie/web/uploads/pdfs/terms/consumer/The_General_Terms_Three_Service.pdf)