

# Evolution Wireless

## Customer Premise Equipment Terms

Last updated: May 2026

---

**Plain-language summary:** If we install equipment at your place — a wireless dish, an ONT for fibre, a managed router — these terms explain who owns it, who looks after it, and what happens if it gets damaged. The big picture: we own the gear, we look after it, you let us know if something goes wrong. Nothing in these terms reduces your rights under the **Consumer Guarantees Act 1993**.

### 1. Definitions

**CPE** means Customer Premise Equipment — the equipment EW installs at your address to deliver the Service. Typical CPE includes wireless dishes (for our wireless service), ONTs (for fibre), and managed routers.

**EW, we, us, our** means Evolution Wireless Limited.

All other defined terms have the same meaning as in the General Terms.

### 2. About this agreement

1. These terms cover any CPE we install at your address. They sit alongside the General Terms.
2. By having EW install CPE on your property, you agree to these terms.

### 3. Ownership of CPE

1. The CPE remains EW's property at all times, even though it's installed at your address.
2. You agree not to:
  - a. Sell, lease, give away, or part with possession of the CPE.
  - b. Deliberately tamper with, modify, or open the CPE (this doesn't include incidental contact during normal use of your property — for example, working on your roof near a dish).
  - c. Use the CPE to receive services from another internet service provider.
3. If the CPE is damaged or destroyed during your service through normal wear and tear, or because of something outside your control, that's on us — not you.

### 4. Installing the CPE

1. We'll install the CPE at the address you've given us, using reasonable care and skill (including under our obligations under the Consumer Guarantees Act 1993).
2. We may sometimes use refurbished CPE that we've fully tested. Refurbished CPE will perform to the same standard as new equipment.

## 5. CPE performance

1. We agree to provide CPE that's of acceptable quality and fit for the purpose of receiving the EW Service, in line with the Consumer Guarantees Act 1993.
2. Wireless and wifi performance can be affected by conditions outside our control, including:
  - a. Building materials in walls, floors, and roofs.
  - b. The distance between the CPE and your devices.
  - c. Radio interference from other equipment, weather, or new structures appearing after install.
3. If the CPE isn't performing as it should, contact us — we'll work out what's going on and fix or replace at no cost where the issue is on EW's side (see General Terms section 5 for details on call-out charges).

## 6. Software updates & access for maintenance

1. We may push software and firmware updates to the CPE remotely. These keep the equipment secure and working properly.
2. If we need to physically access the CPE for maintenance, repair, or to retrieve it, we'll contact you in advance to arrange a suitable time.
3. In genuine emergencies (for example, network safety issues), we may need to act faster — we'll let you know what's happened as soon as practicable.

## 7. If something goes wrong with the CPE

1. Contact us — phone or email is fastest. We'll diagnose the issue and let you know what's needed.
2. **If the fault is on EW's side** (equipment failure, configuration issue, network problem), we'll fix or replace it at no cost.
3. **If the fault is caused by you** (for example, deliberate damage, unauthorised modification, your own router connected incorrectly), we'll quote any repair cost before charging.
4. Manufacturer warranties on the CPE itself (where available) are passed through where relevant.

## 8. Damage to CPE

1. You're responsible for taking reasonable care of the CPE while it's at your address.
2. You'll be liable for the cost of repair or replacement if the CPE is:
  - a. Lost or stolen during your Service.
  - b. Damaged by you, or by someone you've allowed onto the property, through deliberate or negligent action.
3. You're **not** liable for:
  - a. Normal wear and tear.

- b. Damage caused by EW's own actions or negligence (e.g. during install or maintenance).
- c. Damage from causes genuinely outside your control (e.g. lightning strike, severe weather, fire not caused by your negligence).

4. It's a good idea to have your home or business insurance cover items like the CPE — but it's not compulsory.

## **9. When your Service ends**

1. When you cancel your Service, we'll arrange to retrieve the CPE. We'll contact you to organise a suitable time.
2. If the CPE can't be retrieved (for example, it's been damaged beyond return, removed, or you've left the property without arranging access), the cost of the equipment may be added to your final account in line with section 8 above.

## **10. Liability**

1. The General Terms (section 8) explain the broader limits on what we're responsible for, and the protections that NZ consumer law gives you. Those limits and protections apply to CPE-related issues too.
2. Nothing in these CPE Terms reduces your rights under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other law that we cannot lawfully contract out of.