

Evolution Wireless

General Terms & Conditions

Last updated: May 2026

Plain-language summary: These are the rules for using Evolution Wireless services. We've tried to write them in normal English, not legalese. The big picture: pay your bill on time, don't use the network for illegal stuff, and we'll keep your service running with a real human at the other end of the phone if anything goes wrong. Nothing in these terms reduces your rights under the **Consumer Guarantees Act 1993** or the **Fair Trading Act 1986**.

1. Definitions

Account holder means the person or business named on the EW account who is responsible for paying for the Service.

CPE means Customer Premise Equipment — the equipment EW installs at your address to deliver the Service. CPE is covered by separate terms.

EW, we, us, our means Evolution Wireless Limited (NZBN 9429034398253), 40 Reads Quay, Gisborne 4010.

Service means any internet, voice, or related telecommunications service we provide to you.

You, your means the Account holder.

2. About this agreement

1. These terms apply when you sign up for an EW Service, when we install equipment at your address, and any time you use the Service.
2. By using the Service, you agree to these terms. If you don't agree, you can cancel within the first 7 days at no cost (other than non-standard install costs already incurred — see section 5).
3. These terms work alongside our Privacy Policy and the separate **CPE Terms**.

3. Information you give us

1. You agree to give us accurate information when you sign up, including your full name, current contact details, and physical address for installation.
2. You'll let us know if anything important changes — especially your phone number, email address, and physical address — so we can reach you about your account, faults, and outages.
3. We may ask for additional information where it's reasonably needed to set up or maintain your Service (for example, address-eligibility checks for fibre, or credit checks for new accounts).

4. Pricing, billing & payment

1. You agree to pay the Service fee advertised when you ordered, plus any non-standard install costs we've quoted to you in writing.
2. Bills are issued monthly and are due by the date shown on the invoice. Payment can be made by direct debit, internet banking, or any other method we currently accept.
3. **If a bill is overdue:**
 - a. We'll let you know by email or phone call. You're responsible for keeping your contact details up to date so we can reach you.
 - b. You'll have at least 5 working days from notification to make payment.
 - c. If payment isn't made within that time, we may suspend the Service until the account is brought up to date.
 - d. Reasonable late-payment fees may apply, in line with the Credit Contracts and Consumer Finance Act 2003.
4. **Reconnection:** after a suspension for non-payment, a reasonable reconnection fee may apply (notified to you at the time).
5. **Debt collection:** if your account is referred to a debt collection agency after multiple notices, you'll be liable for reasonable collection costs in line with NZ law.
6. **Price changes:** we may change the Service fee with at least **30 days' written notice** (by email and on your bill). If you don't want to accept the new price, you can cancel your Service without penalty before the new price takes effect — see section 6.

5. Installation costs & call-outs

1. **Standard install:** usually free on residential plans. Standard install means a typical residential install with our standard equipment, normal mounting, and reasonable cable runs.
2. **Non-standard install:** if your install needs anything beyond standard (e.g. extra mast height, long cable runs, repeaters, custom builds for hard-to-reach properties), we'll **quote you in writing before any work starts**. You only pay if you accept the quote.
3. **Faults:**
 - a. If a fault is caused by EW's equipment or network, we'll fix it at no cost to you.
 - b. If a fault is caused by you (e.g. equipment damage, modified wiring, your own router), we'll let you know and quote any repair work before charging.

6. Cancelling your Service

1. EW services are **open-term**. There are no fixed contracts, and no early termination fees.
2. You can cancel any time by phone, email, or in writing. We'll confirm receipt of your cancellation.
3. **30-day notice:** we ask for 30 calendar days' notice. Charges for the Service apply through the notice period.

4. **Cancelling because of a price increase or terms change:** if you're cancelling because we've changed the price (section 4) or the terms (section 11), you can cancel **without notice charges** as long as you tell us before the change takes effect.

5. After cancellation, we'll arrange to retrieve any CPE we own (see CPE Terms).

7. Suspension & disconnection by EW

1. We may suspend or disconnect your Service in the following situations:

a. **Non-payment:** after notice and a reasonable opportunity to pay (see section 4).

b. **Breach of these terms:** after we've let you know what the issue is and given you a reasonable chance to fix it.

c. **Network abuse or illegal use:** using the Service to attack our network, send spam, distribute malware, or for any unlawful purpose. In these cases we may act **immediately** to protect the network and other customers.

d. **Lawful direction:** where we're required by a court order, Police production order, or other lawful authority.

2. Where we suspend or disconnect your Service, we'll let you know the reason as soon as reasonably possible.

3. Suspension or disconnection doesn't release you from amounts already owed.

8. What we're responsible for, and what we're not

1. **Your rights under NZ law are not affected.** Nothing in these terms excludes, restricts, or modifies any rights or remedies you have under the **Consumer Guarantees Act 1993**, the **Fair Trading Act 1986**, the **Contract and Commercial Law Act 2017**, or any other law that we cannot lawfully contract out of.

2. We agree to provide the Service with reasonable care and skill, in line with our obligations under the Consumer Guarantees Act.

3. **Things outside our control:** we're not liable for failures to provide the Service caused by events genuinely outside our control. These include:

a. Adverse weather events (including cyclones, storms, snow, ice, lightning, flooding, drought, and bushfire), earthquakes, tsunamis, volcanic activity, and other natural events.

b. Power cuts (the Service needs power to work).

c. Failures of upstream providers (e.g. Chorus, transit providers, 2talk for VoIP) that we couldn't reasonably prevent.

d. Cyberattacks on our network or upstream networks, despite our reasonable security measures.

e. Pandemic, civil emergency, war, government action, strikes, or sanctions.

4. **To the maximum extent permitted by law (and subject to section 8.1 above), our liability to business customers is limited to the amount you paid us for the Service in the 12 months before the relevant event.** This limit doesn't apply to residential customers buying the Service for personal or household use — your CGA rights are unaffected.

9. Using the Service responsibly

1. You're responsible for how the Service is used on your account, including by family members, flatmates, or anyone else you let use it.
2. You agree not to use the Service:
 - a. For anything illegal under NZ law.
 - b. To attack, harm, or interfere with other networks or devices.
 - c. To send unsolicited bulk email or other spam.
 - d. In ways that breach the rights of third parties (e.g. distributing copyrighted material without permission).
3. If we receive a credible complaint that the Service is being misused (for example a copyright notice from a rights holder, or a Police request), we'll deal with it in line with NZ law and let you know what's happened.

10. Network usage & monitoring

1. We monitor aggregate network usage (data volumes, connection quality) to operate, secure, and bill for the Service.
2. We do **not** log the websites you visit or the content of your communications. See our Privacy Policy for details on what we collect, why, and how we look after it.
3. Our handling of telecommunications information is governed by the **Telecommunications Information Privacy Code 2020**, which sits alongside the Privacy Act 2020.

11. Changes to these terms

1. If we make a **material change** to these terms (for example, changing your rights or our responsibilities), we'll give you at least **10 working days' written notice** before the change takes effect, by email and on your bill.
2. If you don't accept the change, you can cancel your Service **without notice charges** as long as you tell us before the change takes effect.
3. Continuing to use the Service after the change date means you accept the new terms.
4. Minor changes (typos, clarifications, updates that don't affect your rights) may be made without notice.

12. If something goes wrong — complaints & disputes

1. **Talk to us first.** Most issues are easiest to fix by phone — call 0800 4 WIRELESS or email support@ew.net.nz. We aim to acknowledge complaints within 2 working days and resolve most within 10 working days.
2. **If we can't sort it together:** you can take the matter to the **Disputes Tribunal** (claims up to \$30,000 — disputestribunal.govt.nz). Disputes Tribunal proceedings are designed for people without lawyers, so you don't need to hire one to use it.

3. This agreement is governed by NZ law. Any court proceedings will be in the New Zealand courts.

13. Privacy

1. We handle your personal information in line with the **Privacy Act 2020** and the **Telecommunications Information Privacy Code 2020**.
2. Our Privacy Policy explains what we collect, why, who we share it with, how long we keep it, and your rights to access and correct it.
3. We won't sell your personal information.

14. Other things to know

1. **Notices:** we'll usually contact you by email or phone. You can contact us by email, phone, or in writing to our Gisborne office.
2. **If part of these terms can't be enforced:** the rest still applies.
3. **Transferring your account:** you can't transfer your account to someone else without our written agreement (which we won't unreasonably withhold).
4. **If EW is sold:** if Evolution Wireless Limited is sold or merged with another business, your account may be transferred to the new owner. They'd be bound by these terms (or any updated terms notified to you under section 11).