

e-volve Solutions Ltd

Residential Terms & Conditions

Version 4.0

Effective Date: September 2026

Overview

These Residential Terms & Conditions ("Terms") apply to the residential electronic communications services ("Services") supplied by **e-volve Solutions Ltd** ("e-volve", "we", "our" or "us") to residential customers ("you" or "your").

Together with your **Residential Service Agreement**, our **Acceptable Use Policy**, our **Privacy Policy**, and any other document expressly incorporated into the Agreement, these Terms form the Agreement between you and us.

Your **Residential Service Agreement** contains the commercial terms specific to your order, including the Services you have ordered, your Charges, your Minimum Contract Term, any agreed installation arrangements and any Guaranteed Minimum Speeds.

Please read these Terms carefully before accepting your Residential Service Agreement.

Key Points

- Your Residential Service Agreement contains the commercial details specific to your order.
 - Your Minimum Contract Term begins on the date your Service is activated.
 - We will never carry out additional chargeable installation work without first explaining the reason and obtaining your agreement.
 - Equipment supplied by e-volve remains our property unless we agree otherwise in writing.
 - At the end of your Minimum Contract Term your Service will continue on a rolling monthly basis unless you enter into a new Residential Service Agreement.
 - If you experience a fault, please contact us as soon as reasonably practicable and we'll work with you to resolve it.
 - If you have a complaint, we'll always try to resolve it fairly and promptly.
 - Your personal information is handled in accordance with our Privacy Policy and applicable data protection legislation.
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Definitions

In these Terms:

Agreement means your Residential Service Agreement together with these Residential Terms & Conditions, our Acceptable Use Policy, our Privacy Policy and any other document expressly incorporated into the Agreement.

Charges means the monthly charges, one-off charges and any other agreed amounts payable under your Residential Service Agreement.

Customer means the person entering into the Residential Service Agreement.

Equipment means any router, Optical Network Terminal (ONT), fibre termination equipment or any other equipment supplied by e-volve.

Minimum Contract Term means the minimum period stated in your Residential Service Agreement.

Property means the premises at which the Services are provided.

Residential Service Agreement means the customer-specific agreement setting out your Services, Charges, Minimum Contract Term and any additional agreed commercial terms.

Service Activation means the date on which your Service becomes operational, and billing commences unless otherwise agreed in writing.

Services means the residential broadband, digital voice and associated services supplied by e-volve.

Survey means any pre-installation survey undertaken before installation.

Working Day means Monday to Friday excluding public holidays in England.

We, Us and **Our** mean e-volve Solutions Ltd.

You and **Your** mean the Customer named within the Residential Service Agreement.

1. Who We Are

e-volve Solutions Ltd is registered in England and Wales under Company Number **06925858**.

Our registered office is:

2nd Floor, The North Mill
Darley Abbey Mills
Derby
DE22 1DZ

VAT Registration Number: **972 1915 07**

You can contact us using the contact details published on our website or contained within your Residential Service Agreement.

2. Our Agreement

Your Agreement with us consists of:

1. your Residential Service Agreement;
2. these Residential Terms & Conditions;
3. our Acceptable Use Policy;
4. our Privacy Policy; and
5. any other document expressly incorporated into your Residential Service Agreement.

If there is any inconsistency between these documents, they will take precedence in the order listed above.

No verbal statement, representation or marketing material forms part of the Agreement unless expressly incorporated into it.

3. Promotions and Special Offers

Any promotional offer, discount or special incentive confirmed in your Residential Service Agreement or otherwise confirmed by us in writing will apply for the period stated.

Where a promotional offer conflicts with these Terms, the promotional offer will take precedence for the duration of that offer only.

Unless expressly stated otherwise, all other provisions of these Terms remain unchanged.

4. What We Provide

Subject to network availability and the terms of this Agreement, we will provide:

- the Services described in your Residential Service Agreement;
- standard installation where included;
- any additional installation works expressly agreed with you;
- customer support during our published support hours; and

- any Equipment required for the provision of the Services.

Our Services are only available at Properties within our network coverage area.

Whilst we will use reasonable skill and care when providing the Services, availability may depend on third-party infrastructure, permissions, wayleaves, power supplies or circumstances outside our reasonable control.

5. Service Activation

Service Activation depends upon network availability, engineering works, permissions, surveys, third-party activities and other matters outside our reasonable control.

Your Minimum Contract Term begins on the date your Service is activated.

If your Service has not been activated within **12 months** of your Residential Service Agreement being accepted, either party may cancel the Agreement by giving written notice.

Neither party will be liable for any Early Termination Charges.

Where you have specifically authorised, additional chargeable works before cancellation, you will only remain responsible for reasonable costs that:

- were agreed with you in advance;
- have already been reasonably incurred by us; and
- cannot reasonably be avoided or recovered by e-volve.

Nothing in this section affects any statutory rights you may have.

6. Customer Responsibilities

You agree to:

- be the owner, occupier or otherwise have the necessary authority to order the Services at the Property;
- provide accurate contact information and notify us promptly of any changes;
- provide reasonable access to the Property where required;
- ensure someone aged 18 or over is present during agreed engineer appointments unless otherwise agreed;
- provide a suitable mains electricity supply for our Equipment;
- take reasonable care of Equipment supplied by e-volve;
- report faults promptly;
- comply with our Acceptable Use Policy; and
- use the Services for lawful residential purposes unless otherwise agreed in writing.

You must not deliberately interfere with, relocate or damage any Equipment forming part of our Network.

7. Digital Voice Service

Where you subscribe to our Digital Voice Service:

- it operates using your broadband connection;
- it may not operate during power failures or broadband outages;
- calls to the emergency services (999 or 112) may not be available during such interruptions; and
- you should maintain an alternative means of contacting the emergency services wherever reasonably possible.

Calls to the emergency services are free of charge.

8. Credit Limits

Where applicable, we may apply reasonable credit limits to chargeable Services such as telephone calls.

If your usage exceeds an applicable credit limit, we may temporarily restrict chargeable Services until your account has been brought back within the agreed limit.

We'll always aim to notify you before applying any restriction where reasonably practicable.

9. Number Porting

If you ask us to transfer an existing telephone number, you must provide accurate and complete information.

We'll use reasonable endeavours to complete the transfer successfully but rely upon the cooperation of your existing provider and other third parties.

Delays or failures caused by incorrect information or third-party providers are outside our reasonable control.

We'll keep you informed throughout the porting process.

10. Statutory Cancellation Rights

Where legislation gives you a statutory right to cancel your Agreement, those rights will apply.

If you exercise your statutory cancellation rights after Service Activation has taken place at your request, you may remain responsible for Charges incurred up to the date your Service ends together with any costs that legislation permits us to recover.

Where applicable, we'll explain those costs clearly before seeking payment.

Nothing in these Terms affects your statutory consumer rights.

10A. Cancellation Before Service Activation

If you cancel your Residential Service Agreement after it has been accepted but before your Service has been activated:

- you will not be liable for any monthly Service Charges;
- you will not be liable for any Early Termination Charges.

Where you have specifically authorised, additional chargeable works before cancellation, you will only be responsible for reasonable costs that:

- were agreed with you in advance;
- have already been reasonably incurred by us; and
- cannot reasonably be avoided or recovered by e-volve.

We'll provide a reasonable breakdown of those costs if requested.

If you cease to own or occupy the Property before Service Activation, you may cancel your Residential Service Agreement by giving us written notice.

Where reasonably practicable, we may agree to transfer the order to a new owner or occupier, but we're under no obligation to do so.

11. Services Ordered by a Third Party

Where a landlord, managing agent, property owner or another authorised person orders the Services for your Property, that person will remain our contracting customer unless otherwise agreed in writing.

Any person using the Services must comply with these Terms where applicable.

If you become the contracting customer at a later date, we may require you to enter into a new Residential Service Agreement before providing the Services in your own name.

12. Installation

Installation of the Services requires reasonable access to your Property.

Your Residential Service Agreement confirms whether a standard installation is included.

If, during a survey or installation, additional work is identified that could not reasonably have been anticipated before work commenced, we will explain:

- why the additional work is required;
- the options available;

- any additional Charges that may apply.

No additional chargeable work, and no additional Charges, will arise unless you have first agreed to them. We'll provide full details of those Charges before asking you to agree them.

If you choose not to proceed with the additional work, either party may cancel the Residential Service Agreement before Service Activation without Early Termination Charges.

Any agreed costs already reasonably incurred under Section 10A may still be payable.

Where installation is delayed because access, permissions, wayleaves or third-party approvals are unavailable, we'll keep you informed and work with you to complete the installation as soon as reasonably practicable.

13. Engineer Visits

Engineer visits may be required for:

- installation;
- surveys;
- fault diagnosis;
- maintenance;
- replacement of Equipment; or
- removal of Equipment where appropriate.

If you need to rearrange an appointment, please let us know as soon as reasonably practicable.

If we attend an agreed appointment and are unable to complete the work because:

- nobody aged 18 or over is present;
- access is unavailable;
- the appointment cannot proceed for reasons within your reasonable control,

we may charge a reasonable missed appointment fee, provided we've informed you beforehand that such a charge may apply.

We'll never charge for appointments we fail to keep.

14. Equipment and Network Infrastructure

All Equipment and electronic communications apparatus supplied or installed by e-volve, including fibre optic cables, ducts, cabinets, Optical Network Terminals (ONTs), routers supplied on loan, termination equipment and associated infrastructure, remain the property of e-volve unless we confirm otherwise in writing.

You agree to take reasonable care of our Equipment and must not deliberately damage, interfere with, remove or relocate it without our prior written permission.

We're responsible for maintaining our Network infrastructure and Equipment throughout the period we provide the Services, except where repair or replacement becomes necessary because of misuse, negligence, accidental damage or unauthorised interference by you or anyone acting on your behalf.

When your Agreement ends, we'll advise you whether any Equipment must be returned.

Permanent Network infrastructure, including externally installed fibre, ducts, chambers and Optical Network Terminals, will normally remain installed unless we decide otherwise.

Nothing in this section prevents us from recovering Equipment where we reasonably require it to be returned.

15. Equipment Maintenance and Faults

If Equipment supplied by us develops a fault through normal use, we'll repair or replace it within a reasonable time and at no additional charge to you.

If our investigation identifies that the fault has been caused by:

- accidental damage;
- misuse;
- unauthorised alteration;
- deliberate interference; or
- damage caused by equipment not supplied by e-volve,

reasonable repair or replacement Charges may apply.

We'll explain any such Charges before carrying out chargeable work wherever reasonably practicable.

16. Support and Service Levels

We aim to provide reliable Services supported by responsive customer service.

Our standard support hours are published on our website and may change from time to time.

During our published support hours, we'll use reasonable endeavours to respond to reported faults as quickly as reasonably practicable.

Our target response times are:

Urgent faults – normally within 6 working hours.

Standard faults – normally within 12 to 24 working hours.

These response times are service targets only and aren't guaranteed service levels.

Some faults may take longer to resolve where they involve third-party suppliers, network operators, utility providers or circumstances outside our reasonable control.

Where this happens, we'll keep you informed of progress and continue to work towards resolution.

17. Changes to Your Service

You may request changes to your Services at any time.

Before any requested change takes effect, we'll explain any impact on:

- your Services;
- your Charges;
- your Minimum Contract Term; and
- your Residential Service Agreement.

No change affecting your Charges or your Minimum Contract Term will take effect without your agreement.

Where appropriate, we'll issue a revised Residential Service Agreement confirming the updated commercial terms.

Changes required solely because of law, regulation or security may be implemented without issuing a new Residential Service Agreement where no commercial term is affected.

18. Charges and Payment

The Charges payable for your Services are those shown in your Residential Service Agreement unless subsequently varied in accordance with these Terms.

Unless otherwise agreed, payment must be made by Direct Debit.

If you choose another payment method, a reasonable administration charge may apply where permitted by law and notified to you in advance.

Invoices are payable on the due date shown.

If payment becomes overdue, we may charge reasonable interest and recover reasonable costs permitted by law.

If you believe we've made an error on your invoice, please tell us as soon as reasonably practicable and we'll investigate promptly.

We'll not charge interest on any genuinely disputed amount whilst the dispute is being investigated, provided any undisputed amount has been paid when due.

19. Non-Payment

You are responsible for ensuring all Charges due under your Residential Service Agreement are paid on time.

If payment is not received by the due date, we may:

- remind you that payment is overdue;
- request immediate payment of the outstanding amount;
- restrict or suspend some or all of the Services;
- recover outstanding sums using appropriate recovery procedures; or
- terminate the Agreement where appropriate.

Before suspending or terminating your Services for non-payment, we'll normally give you reasonable notice and an opportunity to bring your account up to date.

If your account remains unpaid after reasonable attempts to recover the outstanding balance, we may refer the debt to a third-party debt recovery agency. Where permitted by law, reasonable recovery costs may be added to your account.

Nothing in this section affects your right to dispute an invoice in good faith. Where a genuine billing dispute exists, we'll investigate the matter before taking further recovery action, provided any undisputed amount has been paid when due.

20. Renewal

Before your Minimum Contract Term ends, we'll aim to contact you to explain the options available.

You may choose to:

- enter into a new Residential Service Agreement with a new Minimum Contract Term; or
- allow your Agreement to continue on a rolling monthly basis.

If you do not enter into a new Minimum Contract Term, your Services will continue automatically on a rolling monthly basis.

The monthly Charge for the rolling monthly Service will be £10.00 (including VAT) per month higher than the monthly Charge that applied during your Minimum Contract Term, unless otherwise agreed in writing.

Either party may terminate a rolling monthly Agreement by giving 30 days' written notice.

No Early Termination Charges apply once your Minimum Contract Term has expired.

21. Service Quality and Performance

We'll exercise reasonable skill and care when providing the Services.

Where your Residential Service Agreement includes Guaranteed Minimum Download Speeds and Guaranteed Minimum Upload Speeds, those guarantees form part of your Agreement with us.

If your Service consistently performs below the Guaranteed Minimum Speeds, you should contact us as soon as reasonably practicable.

We'll investigate the reported issue using appropriate diagnostics and, where necessary, arrange an engineer visit.

If, after being given a reasonable opportunity to investigate and remedy the issue, we're unable to provide the Guaranteed Minimum Speeds, you'll have the rights set out in your Residential Service Agreement together with any rights available under applicable law.

Wireless performance inside your Property depends upon many factors including:

- the capability of your devices;
- internal construction of the Property;
- interference from neighbouring wireless networks;
- the location of your Equipment; and
- other environmental factors.

Unless otherwise stated in your Residential Service Agreement, Guaranteed Minimum Speeds apply to the broadband service delivered to the e-volve supplied Optical Network Terminal (ONT) or router. Performance over Wi-Fi may vary depending on factors outside our reasonable control.

22. Our Responsibility

We'll exercise reasonable skill and care when providing the Services.

We won't be responsible for loss or interruption of the Services where this results from:

- circumstances beyond our reasonable control;
- faults in your own equipment or internal wiring;
- your failure to follow reasonable instructions;
- planned maintenance carried out in accordance with these Terms; or
- the acts or omissions of third parties outside our reasonable control.

We're responsible for losses that are reasonably foreseeable as a direct result of our breach of this Agreement.

We won't be liable for any indirect or consequential loss, or for any loss that couldn't reasonably have been foreseen, except where liability cannot lawfully be excluded or limited.

Nothing in this Agreement excludes or limits your statutory rights or any liability which cannot lawfully be excluded or limited.

23. Moving Home

If you intend to move home, please contact us as soon as reasonably practicable.

If we're able to provide the Services at your new Property, we'll explain the options available, including whether a new Residential Service Agreement is required.

If we're unable to provide the Services at your new Property, we'll explain your options under your Residential Service Agreement, including whether any Early Termination Charges apply.

Where your move takes place before Service Activation, Section 10A will apply.

We'll always try to help minimise any interruption to your Services where reasonably practicable.

24. Ending the Agreement

Either party may end this Agreement by giving the notice period stated in your Residential Service Agreement.

Where the Agreement ends during the Minimum Contract Term, Early Termination Charges may apply where specified in your Residential Service Agreement unless:

- these Terms provide otherwise;
- your Residential Service Agreement provides otherwise;
- applicable law provides otherwise; or
- we agree otherwise in writing.

Nothing in this section affects:

- your statutory rights;
- any rights contained within your Residential Service Agreement; or
- any other right to terminate under these Terms.

Termination of the Agreement doesn't affect any rights or obligations that have already arisen before the Agreement ends.

25. Our Right to Suspend or End Services

We may suspend or terminate some or all of the Services where reasonably necessary if:

- you fail to pay Charges due under this Agreement;
- you materially breach these Terms or our Acceptable Use Policy;
- the Services are being used unlawfully;
- continued provision of the Services would place our Network, customers or employees at risk;
- we're required to do so by law, regulation or a competent authority; or

- we're no longer able to provide the Services because of circumstances beyond our reasonable control.

Where reasonably practicable, we'll give you notice before suspending or terminating the Services and explain the reason.

We'll restore suspended Services as soon as reasonably practicable once the reason for the suspension has been resolved.

Nothing in this section limits any other rights we may have under this Agreement or at law.

26. Equipment Returns

Where Equipment supplied by e-volve remains our property, you must return it within 14 days of our request.

We'll tell you:

- which Equipment must be returned;
- where it should be returned; and
- how it should be returned.

If Equipment isn't returned or is returned damaged other than through fair wear and tear, we may charge the reasonable cost of repair or replacement.

Permanent Network infrastructure, including externally installed fibre optic cables, ducts, chambers, Optical Network Terminals (ONTs) and similar apparatus, will normally remain installed unless we decide otherwise.

27. Changes to Services or Terms

From time to time, we may need to make changes to our Services or these Terms.

Where changes are required:

- by law;
- by regulation;
- for security reasons;
- to maintain or improve our Network;
- to introduce technical improvements; or
- for other reasonable operational reasons,

we may make those changes by giving reasonable notice where reasonably practicable.

If we propose a change that is likely to have a material adverse effect on your rights, Services or Charges, we'll give you reasonable notice before the change takes effect.

Where required by law, you'll have the right to terminate your Agreement without Early Termination Charges if you do not accept the proposed change.

Nothing in this section allows us to change the commercial terms contained within your Residential Service Agreement during your Minimum Contract Term without your agreement unless the change is required by law or regulation.

28. Complaints

If you're unhappy with any aspect of our Services, we'd like the opportunity to put things right.

Our Complaints Code of Practice explains:

- how to make a complaint;
- how we'll investigate it;
- how we'll keep you informed;
- how we'll try to resolve it; and
- how you may escalate your complaint if you're dissatisfied with our response.

If we're unable to resolve your complaint, we'll explain any Alternative Dispute Resolution (ADR) scheme available to you and how you may refer your complaint if eligible.

Making a complaint doesn't affect your statutory rights.

29. Contacting Us

You can contact us using the details published on our website or within your Residential Service Agreement.

Our contact details are:

Telephone: 0800 640 6343

Email: clientsupport@e-volvesolutions.net

Website: <https://www.e-volvesolutions.net>

If our contact details change, we'll publish the updated details on our website.

Please let us know promptly if your own contact details change so we're able to contact you about your Services.

30. General

This Agreement is governed by the laws of England and Wales.

We may transfer our rights and obligations under this Agreement to another organisation, provided doing so doesn't reduce your legal rights or materially affect the Services we provide.

You may not transfer your rights or obligations under this Agreement without our prior written agreement.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

If we delay enforcing any right under this Agreement, that doesn't prevent us from enforcing it later.

These Terms, together with your Residential Service Agreement and the documents referred to within it, form the entire Agreement between you and us in relation to the Services.

Nothing in this Agreement limits liability for fraud or fraudulent misrepresentation.