

***** DRAFT *****

Terms and Conditions for the Registration of Domain Names

WARNING: by registering a domain name in the .uk Top Level Domain (a "Domain Name"), you enter into a contract of registration with Nominet UK ("We", "Our" or "Us") on the following terms and conditions. This is a separate contract to any arrangement you may have with any third party for the provision of internet services.

This Contract includes our Rules For The .uk Domain And Sub-Domains ("Rules") and the Policy and Procedure for our Domain Name Dispute Resolution Service ("Policy" and "Procedure" as appropriate) in each case as amended from time to time. Copies of the Policy, Procedure and Rules are at [\(link\)](#) or can be obtained from us. You may have registered a Domain Name through a third party (usually, but not always, your internet service provider). In these terms and conditions, the term "Agent" means such a third party.

1. What we will do

1.1 We will process your application and consider whether or not to accept it in accordance with the criteria laid down in our Rules For The .uk Domain And Sub-Domains;

1.2 We will enter the Domain Name and other relevant details in the Domain Name Register Database for the .uk top level domain (the "Register"../old/) if your application is accepted. After we have received your registration fee, we will issue you with a Registration Certificate and a Reply Form. If your application is rejected, we will inform you as soon as possible and return any payments received;

1.3 Subject to clause 5 below, we will transfer your Domain Name and update the Register accordingly on receipt of correctly completed transfer documentation from you and any relevant transfer fee applicable at the time of transfer.

1.4 Please note that subject to clauses 5.5 and 5.6 we will not refund any fees after your Domain Name and details have been entered in the Register.

1.5 The initial registration period is two years from the date of entry into the Register of your Domain Name registration. After that, your registration may be renewed by entering into a new Contract with us for further periods of two years, upon payment of the applicable renewal fees. Your registration will be cancelled if we do not receive your renewal fee.

1.6 Unless the Rules of the relevant sub-domain state to the contrary, we will register Domain Names on a first come, first served basis. Until we accept your application, there is no guarantee that the Domain Name you applied for will be entered in the Register as such. We therefore recommend that you do not take any action in respect of a Domain Name until you have received confirmation of registration from us.

1.7 Subject to clause 1.8 below, when the Domain Name registration falls due for renewal, we will contact your Agent (at the Agent's address appearing in the Register) to request payment of the relevant renewal fee.

1.8 If you do not have an Agent, or if the Register entry for the Domain Name indicates that you wish to be invoiced direct, we will request payment of the relevant renewal fee direct from you at the registrant address appearing in the Register. If we invoice you direct, you will not benefit from any reduction in fees which an Agent may be able to obtain from us.

1.9 If we fail to receive the renewal fee within thirty (30) days of our making a request for the renewal fee, we shall have the right to cancel your registration without further notice to you.

1.10 For the avoidance of doubt, if you use an Agent to pay your fees and your Agent fails to pay the fees for whatever reason, we shall be entitled to recover the fees directly from you.

1.11 Subject to clauses 5.7 and 5.8 below, we will only make changes to the details contained on the Register if we receive instructions and approval from you or your Agent.

1.12 Subject to clauses 5.7 and 5.8, after we have received the initial payment, we shall only alter the details contained in the "registrant"../old/ field of the Register if we receive authorisation directly from you.

2. What you must do

2.1 You (or your Agent) must obtain the consent of any individual whose personal data is to be held on the Register in accordance with 3.10;

2.2 You must ensure that we receive the registration or renewal fee within one month after the issue of our invoice;

2.3 You must sign and return to us any Reply Form which we may send to you after registration or renewal as appropriate;

2.4 You must inform us promptly of any change in your registered details, and those of your Agent if applicable. It will be your responsibility to maintain and update any details you submit to us and to ensure that your details are up to date, and accurate. In particular, it is your responsibility directly or by your Agent to ensure that we have your full and correct postal address. If you provide inaccurate or unreliable registrant contact details, or fail to keep such contact details up to date you will be in material breach of contract;

2.5 You must promptly inform us of any court proceedings brought in respect of the Domain Name;

2.6 There shall be at least two operationally active name servers associated with each Domain Name. You (or your Agent) must specify the addresses of both name servers in your application to register a Domain Name.

2.7 You must ensure that both name servers are operational at all reasonable times.

3. Warranties, Exclusions and Limitations of Liability

3.1 We shall not be responsible for any conflict existing between the Domain Name and any trade marks, or other rights to names. A Registration Certificate is not intended to constitute evidence that you have rights in the name used as a Domain Name.

3.2 All conditions and warranties which may be implied by law into any Contract with you are excluded for by us to the fullest extent permissible by law.

3.3 Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

3.4 We shall not be liable to you whether in contract, tort (including negligence) or otherwise for any loss of profit, contracts, goodwill, revenue or for any indirect, special or consequential loss or damage.

3.5 Our sole liability to you whether under these terms and conditions or otherwise (including liability for negligence) is limited to 125% of the registration fees paid to us in accordance with clause 2.2.

3.6 Nothing in these terms and conditions affect your statutory rights, as a consumer.

3.7 You promise that your registration and use of the Domain Name (in whatever manner) will not infringe the rights of a third party, that you are not registering and will not use the Domain Name for an unlawful purpose. Our right to rely upon this promise will continue to be available after completion of the registration process and will not be affected by any surrender, cancellation or transfer of the Domain Name.

3.8 You promise that that the details submitted by you to us are true and correct, and that any future additions or alterations to, details will be true and correct.

3.9 You shall fully and promptly pay us (including the members of Nominet UK's Council of Management) all monies which we reasonably incur in relation to any and all costs claims, and expenses (whether direct or indirect) arising out of any registration or use of a Domain Name by you which directly or indirectly infringes the rights of any third party. For the avoidance of doubt, you will not be held responsible under clauses 3.7 and 3.8 for any

infringement of a third party rights which arises during the period when you are no longer the registrant of the Domain Name.

3.10 The Register will include your name and a postal address, telephone, fax and email addresses together with any other relevant details. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation.

Personal data submitted by you will be:

- (a) Posted onto the Register.
- (b) Posted onto the WHOIS database by us. The WHOIS database is provided on our web site at <http://www.nominet.org.uk>. Other Agents which provide an online Domain Name registration service may point to by our WHOIS database. We will not publish your telephone or fax numbers or email addresses as part of the WHOIS database.
- (c) Used as part of the Public Register Subscription Service. We will not include your telephone or fax numbers or email addresses as part of the Public Register Subscription Service.
- (d) We may provide your personal data to Governmental or law enforcement agencies at their written request for any reason whatsoever (including but not limited to) the conducting of any general investigation of criminal activities.
- (e) We may provide your personal data to third parties if required to do so by a Court Order.

You may write to us to request a copy of the personal data held by us about you. We may charge a reasonable fee for the provision of such data. As required by the Data Protection Act 1998, we will adopt appropriate security procedures in relation to the storage and disclosure of information provided by you in order to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of your identity before we are able to disclose personal information to you. Other than the uses identified above, Nominet UK will not sell, trade or rent your personal information to others.

By registering a Domain Name you consent to our use of your personal data for the purposes specified above.

4. Domain Name Dispute Resolution Service

4.1 You will be bound by the Policy and Procedure of our Dispute Resolution Service that is incorporated into these terms and conditions and made a part of the Contract by reference. The current version of the Policy and Procedure can be found at our web site: <http://www.nominet.org.uk/> [please insert details].

4.2 We may, at any time, make reasonable modifications to the Policy and/or the Procedure We will post the revised Policy on our web site at least thirty

(30) calendar days before the revised Policy and/or Procedure become effective. Continued registration of your Domain Name after this date will constitute your acceptance of any such modifications. If you do not agree with these modifications you may cancel the Contract.

4.3 If a dispute arises, you agree to be bound by the Policy and Procedure which are current at the time that proceedings under the Dispute Resolution Service are commenced until the dispute is over.

4.4 Except in the case of deliberate wrongdoing, neither we nor our directors, officers, employees or servants nor any expert shall be liable to a party for any loss or damage suffered as a result of any act or omission in connection with any proceedings under the Dispute Resolution Service.

5. Termination/Cancellation And Suspension

5.1 You or your Agent may surrender registration of the Domain Name by notice in writing to us at any time prior to our receiving payment.

5.2 If a Domain Name registration has been paid for, only you (and not your Agent) may surrender the registration.

5.3 After payment has been received but prior to the issue of a Registration Certificate you may surrender the registration by writing to us on headed note paper which corresponds to the registrant address field of the Register entry for the Domain Name.

5.4 If a Registration Certificate has been issued, you may surrender the Domain Name by correctly completing the Surrender of Registration (on the reverse of the Registration Certificate).

5.5 If you are a consumer (i.e. you are not registering or using the Domain Name in the course of your business, trade or profession) then you may cancel the Contract by giving notice in writing to us at any time up to and including 7 working days following the day on which the Contract is concluded, ie we give notice to you or your Agent that we have accepted your application to register a Domain Name. If you register or use the Domain Name in the course of business, you will not have this right to cancel the Contract.

5.6 If you cancel the order in accordance with clause 5.5 then we will provide you with a full refund of our registration fee within 30 days from the day on which we receive notice of your cancellation.

5.7 We may cancel or suspend the registration of a Domain Name by providing you with notice in writing in the event of the following:

5.7.1 if we do not receive your registration or renewal fees in accordance with clauses 1.9 and 2.2 above;

5.7.2 if the Domain Name registration does not have two operationally active name servers associated with it (in accordance with clause 2.6 above), and you fail to remedy this within 30 days of receiving written notice from us to do so;

5.7.3 you breach the promises contained in clauses 3.7 and 3.8;

5.7.4 the Domain Name is being administered in a way likely to endanger the operation of the Domain Name System;

5.8 We may transfer, suspend, cancel or amend the Domain Name in the following circumstances:

5.8.1 upon receiving written instructions from you to take such action together with any relevant fee;

5.8.2 upon receiving a copy of a perfected order of a court of competent jurisdiction requiring such action, or where the retention of a Domain Name registration by you would be inconsistent with the terms of a perfected court order received by us or any other legal requirements;

5.8.3 if such changes are necessary in order to correct an error relating to the Domain Name registration;

5.8.4 following a Decision requiring such action or an agreement reached between the parties and approved by us relating to proceedings under the Dispute Resolution Service.

6. Change of Agent

6.1 If you wish to change your Agent, you should approach your current Agent to organise this. Your current Agent should then update the Database entry for your Domain Name to reflect the change. We will only record a change of Agent directly onto our records for your Domain Name at your request if:

6.1.1 we are satisfied that you have first approached your Agent, and that the approach has been unsuccessful; and

6.1.2 we are not informed by your current Agent that there is an express term in your contract with your current Agent which can prevent us from recording such a change.

7. General

7.1 If any clause of these terms and conditions is held to be unenforceable in whole or in part the other terms and the rest of the affected provisions shall continue to be valid.

7.2 We may transfer the Contract. You may transfer the Contract in accordance with clauses 1.3 and 5 above.

7.3 We may make reasonable changes to the terms and conditions of the Contract during the term of the Contract. Any changes will follow a period of consultation with relevant stakeholders in the UK internet community. No changes will result in your having to pay any additional or increased fees during the term of the Contract. Any changes will be binding and effective within 30 days of our posting of the revised terms and conditions on our website or upon us notifying such changes to you. If you do not agree with any change in these terms and conditions you may terminate the Contract by providing us with thirty (30) days notice in writing.

7.4 Except as set out in the Policy and Procedure any notice to be given under the Contract shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. Except as otherwise set out in the Policy and Procedure the notice will be effective: if delivered, on delivery; if sent by fax, when the sender receives confirmation of receipt; and if sent by email, on the day of transmission and if by post, on the fourth day after posting. For the avoidance of doubt, any notice sent to you will be deemed served if sent to the address appearing in your Registrant's Address Field.

7.5 These terms and conditions, together with the Rules Policy and Procedure referred to in clause 1 above, constitute the entire agreement between you and us for the registration of the Domain Name, and supersedes all prior agreements, understandings and representations whether oral or written.

7.6 These terms and conditions shall be governed by English law, and by agreeing to be bound by them you agree to submit to the exclusive jurisdiction of the English Courts.