

PAB Paper: Proposals to amend Nominet’s Terms and Conditions for the Registration of Domain Names

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1 Background

The current terms and conditions were introduced in September 2001 (subject to minor changes in February 2003).

Since September 2001, Nominet has made considerable changes in its operations, for example by the introduction of positive renewals, online reply forms, and withdrawing paper certificates. Whilst we believe that we have implemented these operational changes in accordance with the Terms and Conditions, our experience has highlighted the potential difficulties which arise when the standard contract goes into operational detail.

This is particularly the case when, as with Nominet, a lengthy and inclusive consultation process is necessary before any changes can be made to the Terms and Conditions.

A draft of the proposed Terms and Conditions is set out at Appendix A. Our purpose is to encapsulate within the Terms and Conditions the policy issues, but not to drill down the operational detail of every process.

We have not presented the draft with changes tracked. The reason for this is that we have completely rewritten the terms in plain English, and therefore tracking the changes would show a mass of redline.

The PAB is requested to consider the issues and to give its reaction to the proposals, and is requested to highlight and give its views on any other issues relating to the Terms and Conditions which are not covered in this paper.

2 Policy issues relevant to the proposed changes

Apart from a conversion to plain English, and re-ordering the clauses by topic, the following are the key policy changes on which the PAB's views are sought:

2.1 Operational Flexibility

Nominet has a number of structures in place to ensure that it consults on policy matters. Principal amongst these is the PAB. In addition, Nominet frequently involves the wider community in consultations on policy changes.

Although Nominet welcomes and respects these processes, as the .uk domain name registry, it also has an obligation to be efficient and dynamic with respect to operational matters.

As stated above, Nominet is going through a process of profound operational change, and anticipates that over the coming years, further operational changes will be made. It has increasingly found its operational changes to be constrained by the detail in the current terms and conditions. It is therefore **recommended** that the terms are less focussed on the operational detail of our practices. For example see clauses 2.5, 4.6 and 16 of Appendix A. In this way, it is hoped to make the terms more flexible in allowing operational changes to be made. The 'generalist' approach to operational matters has been requested by Nominet's management team.

It is **recommended** that Nominet publish on its web site up to date information and assistance for those using its operational systems.

2.2 Registrant ceases to exist

The current contract is silent on what happens if a registrant dies, is struck off the register of companies, is a dissolved partnership or otherwise ceases to exist. Currently, if we find out that a registrant has ceased to exist (for example, it is a company that is struck off at Companies House), we act as though the contract of registration continues. If the domain

name registration has not been dealt with as part of the dissolution of the company, or distribution of the estate, we refer enquiries about such domain name registrations to the Treasury Solicitor, as having passed to the Crown. In practice, such cases are rarely straightforward, and demand considerable staff time to resolve, especially if the registrant name is recorded ambiguously, or if a transfer is claimed to have taken place prior to the dissolution of the registrant. It is hard to maintain a consistency of approach, as in many cases the resolution comes down to a judgement call by the case officer.

Legally, it is questionable whether or not the domain name registration continues to exist after the registrant is dissolved or dies. Nominet has always maintained that a domain name registration is not an asset, but a right under a contract. Bona Vacantia (the legal process which hands property to the Crown) also encompasses contractual rights, so we are confident that our approach is consistent both with our views on the nature of a domain name registration and our interpretation of the Bona Vacantia provisions.

It is **recommended** that in order to simplify the position, the contract is amended so that it terminates on the death or dissolution of the registrant. See clauses 14.5 and 15 of Appendix A.

We **recommend** that extra protection is given to consumers and to companies (and similar) undergoing solvent reconstruction or amalgamation, so long as their successors make contact with us within 3 months of the relevant event.

To deal with claims that transfers took place prior to the relevant event, we **recommend** that provisions are included which strengthen our right to insist on our own transfer process (see clause 18.2).

To deal with cases in which the registrant name is recorded incorrectly, we would be able to rely on contractual provisions which allow Nominet to cancel for grossly inaccurate contact details. These are included in the current contract.

We believe that these recommended amendments would resolve many, but not all, of the difficulties associated with registrants who no longer exist. Difficulties will continue to arise with regard to registrations held by partnerships or sole traders, which are not held on any register, and therefore will not be caught by the proposed clause 15.

In summary, the proposed amendments are intended to simplify the current position, by providing Nominet with a number of tools to cancel the contract (whilst giving protection for consumers).

2.3 Contact details and aliases

Currently, the contract places the obligation to keep their contact details up to date and correct on the registrant. Despite this, data quality continues to be a concern, and it is **recommended** that stronger requirements are included to give us correct information and better powers to amend or delete names where this is not done. Please see clauses 3.1, 14.2, and 14.3 of Appendix A.

Please note that draft clause 3.1 includes a prohibition on the use of aliases. We are aware that in the past the PAB has discussed the issue of aliases, and recommended that Nominet allow aliases. It is **recommended** that the PAB reconsider this issue in the context of Nominet's continuing challenge to improve data quality, and to be reasonably certain of the identity of its contracting parties. It is submitted that the use of devices such as "trading as" sufficiently identifies the registrant together with a trading name or alias, whilst preventing registrants from hiding behind an alias to evade contact.

2.4 Security and passwords

Nominet has always performed reasonable checks to ensure that any request it receives is authorised by the registrant. As Nominet moves more of its services online, and makes use

of security codes and passwords, the manual nature of such checks is likely to diminish. Our objective is to protect Nominet, and enable greater automation of security checking. It is **recommended** that the contract sets out guidelines which clarify that Nominet is reasonable to believe that anyone who has a password or security code is, or is authorised by, the registrant. Please see clause 4 of Appendix A.

2.5 Payment and refunds

The contract currently allows Nominet to cancel if the registration or renewal fees have not been paid. Since the current contract was introduced, Nominet has started charging for services such as tag changes and transfers. Although these are within the current terms, the generic practice of ensuring that all outstanding debts are paid before we begin a new process is not specifically covered, and we therefore **recommend** that such provisions are included. Please see clause 5.2 of Appendix A.

Generally, Nominet gives no refund to its registrants, unless they are consumers who are exercising their rights under the Distance Selling Regulations, or who disagree with any contractual amendments. However, we believe that as a policy matter, it is right that Nominet should give a refund if it makes a mistake, and we therefore **recommend** that a right to a refund is given if an error has been made. Please see 5.4 of Appendix A.

2.6 Data Protection

The current contract contains detailed provisions relating to Data Protection. In consultation with the Information Commissioner, we have implemented changes to the WHOIS (including publication of registrant addresses and a consumer opt-out) and have sought their guidance on our processes for giving out personal information not included on the WHOIS.

In reviewing the contract, we **recommend** that in responding to requests for personal data, Nominet follows the exemptions set out in the Data Protection Act. The key difference here is that the identity of the enquirer is less important than the purpose for which the information is sought. The exemptions include that the information is necessary for existing or contemplated litigation. Please see clause 8.3 of Appendix A.

In addition, the proposals include a right for Nominet to supply a registrant's personal data to its current or proposed agent (tag holder). Please see clause 8.4 of Appendix A. It is **recommended** that this change is adopted.

The draft better incorporates the consumer opt-out of the WHOIS. Please see clauses 8.2, 9, and 14.5 of Appendix A. It is **recommended** that this change is adopted.

2.7 Nature of domain name registrations and transfers

The draft terms for the first time seek to express the legal status of domain names and confirm that mortgages will not be recorded on the register. See clause 7 of Appendix A.

The draft terms set out the nature of a transfer and the basis in which a renewal contract is taken on. See clause 18 of Appendix A.

It is **recommended** that these changes are adopted by the PAB.

3 Operational Changes

In addition to the proposals detailed above, the draft terms include the following proposed operational changes:

1. Harmonisation of the conflicts between renewal and transfers sections of the current terms and conditions. See clauses 2.1, 5.3, 14.1 and 16 of Appendix A.

2. Clearer provisions to deal with restoring registrations which were cancelled in error. See clause 14.3 of Appendix A.
3. Recognition of other representatives, in addition to tag-holders generally, for the purposes of some transactions (at present, tag changes). See clause 4.5 of Appendix A.
4. Clarifying that mediation under the DRS is a confidential process. See clause 12.2 of Appendix A.
5. Clearer rules about cancellation, suspension and “special status”. See clauses 13, 14, and 15 of Appendix A.
6. Reverting to English law and jurisdiction in most cases (as opposed to the fairly meaningless ‘UK law’ in the current terms) except where consumers are based in Scotland, Wales or Northern Ireland. See clause 32 of Appendix A.

The PAB are asked to review the above proposals, and it is **recommended** that they are adopted.

Overall, the draft terms are the same length as the current terms. The numbering has been rearranged so that it does not go to four levels (1.1.1.1) and rarely goes to three (1.1.1) as this becomes hard to read, but this does mean that there appear to be more clauses.

4 Summary of recommendations

The PAB are requested to consider and adopt the following recommendations:

- The terms and conditions should, where possible, not include operational detail, but should continue to express Nominet’s policies. Nominet should ensure that it publishes and keeps updated information relating to its operational processes on its website.
- The contract of registration should terminate on death or dissolution of the registrant, with suitable protection for consumers and companies undergoing solvent amalgamation or restructuring.
- Nominet should not be obliged to process transfers other than in accordance with its own standard processes.
- The terms and conditions should contain stronger powers for Nominet to amend, cancel or suspend registrations where there are incorrect or manifestly false contact details.
- The terms and conditions should contain an obligation on the registrant to give us his/her correct name, rather than an alias.
- The terms and conditions should set out provisions relating to passwords, security codes and authentication of requests, as set out in the draft at Appendix A.
- The terms and conditions include an obligation on registrants to pay any outstanding fees before a new process or service is started.
- Nominet should have no obligation to provide refunds or credit notes, unless the registrant is a consumer or Nominet has made an operational error.
- The section dealing with personal data should be amended as follows:
 - The consumer opt-out should be clarified;

- Nominet should have the right to provide a registrant's personal data to its current or proposed tag holder; and
 - The right to give additional personal data should be brought in line with the exemptions under the Data Protection Act.
- The terms and conditions should set out the legal status of a domain name, and that a transfer is for the unexpired portion of the registration term.
- Further operational changes should be adopted, as set out in section 3 above.

APPENDIX A: Draft amended terms and conditions

WARNING: by registering a domain name ending in *.uk*, (with some very limited exceptions) you enter into a contract of registration with us (Nominet UK) on the following terms, which includes terms limiting our liability and relating to our use of your personal information. This contract is just for the domain name and separate to any arrangement you may have with any other organisation for providing internet services. **For an explanation of the meaning of the endings of *.uk* names, see the rules on our website www.nominet.org.uk**

We are a not-for-profit company limited by guarantee, generally performing these services on a cost recovery basis, and **we** cannot investigate what rights **you** have to register or use the **domain name**. Therefore **we** think it is reasonable for **us** to limit **our** liability in certain respects so that **we** may continue to offer **our** services in the interest of the whole internet community.

This contract includes the **DRS policy**, the **DRS procedure** and the **rules**. **You** can get copies of these from our website or from **us**.

Definitions

1. Some words marked in **bold** will have specific meanings in this contract, i.e.:

agent – someone who may act on **your** behalf to deal with **us**, which will be shown in the **WHOIS**. Only certain people qualify, and they are known as ‘tag-holders’. See **our** website for a list.

cancel – cancelling this contract and/or **your domain name** are the same thing. The contract ends. The **domain name** will be deleted, will no longer work as part of a website or email, and will be released for re-registration under **our rules**.

consumer – **you** are a consumer if **you** are an individual human not registering, using or planning to use the **domain name** as part of a business, trade or profession.

domain name – an internet domain name ending in *.uk* and under one of the second level domains (such as *.co.uk*, *.me.uk* or *.org.uk*) operated by **us**.

DRS policy, DRS procedure – the policy & procedure of our Dispute Resolution Service.

EEA – the European Economic Area, which includes most European countries.

IP-RA – a service provided under strict contract to some people based in the **EEA** who deal with trade marks on a professional basis (e.g. lawyers) which allows them to search **WHOIS** data differently, but not to use it for marketing purposes.

name servers – computers that provide specific routing information in the domain name system.

notify means serving notice to **you, your agent, or us** (as appropriate), see clause 30.

personal data – any information about an identifiable living individual e.g. your name, address or telephone number.

register – **our** record of domain names and details about **you, your agent** (if **you** have one) and other information **we** need.

registry – the single organisation which holds all records for domain names with the same ending (**we** run ‘*.uk*’) and operates the **name servers** for that domain.

rules – **our** rules which detail which domain names can be registered and which cannot.

special status – various non-working states **your domain name** may be in, such as suspension and/or ‘detagged’. See **our** website for details. This will normally mean that **you** will remain listed as the registrant of the **domain name** but that the **domain name** itself will not work, and may mean that other actions with the **domain name** are blocked.

we, us, our – Nominet UK (Company number 3203859). See clause 29.

WHOIS – a system which provides public information about **domain names**. See **our** website for details and to use the **WHOIS**.

you, your – the person who is entering into this contract with **us** and who will be the registrant of the **domain name**.

What we will do

2. **We** are the **registry** for the **.uk** domain and **we** will carry out the general duties that **we** believe (after wide consultation) a modern, neutral and not-for-profit **.uk registry** should.

This includes (amongst other things):

- 2.1. processing **your** application to register or renew a **domain name** in the light of our **rules**, and **your** right (see clause 16) to renew;
- 2.2. maintaining overall ownership control and responsibility for the **register**;
- 2.3. if **we** are listed as **your agent** or if it would be inappropriate for **you** to ask **your agent** to act (see clause 4) **we** will make changes to the **register** at **your** request and/or provide information about the **.uk** domain name system;
- 2.4. if the **domain name** is not in a **special status**, loading details about the **domain name** into **our name servers**;
- 2.5. **we** will have published procedures for renewal of the **domain name** which give **you** the opportunity to renew it before it is removed from the **register** and for transfer or surrender of the **domain name** or recording a change of agent; and
- 2.6. if **we** receive a perfected order of a court which **we** reasonably believe is binding on **us** or **you** if **we** think that failure to comply with the order would be a contempt of court by **us** or **you** and/or if failure to comply would risk a sanction by the court.

What you must do

3. **You** have various obligations set out generally in this contract. In addition, **you** must:
- 3.1. give and keep us **notified** of **your** details (see clause 6.2) including telephone, fax and email but particularly **your** correct name (not just an alias) and a full and correct postal and e-mail address at which **you** can be contacted by post and e-mail without delay. This duty includes responding quickly and correctly to any request from **us** for confirmation or correction of the information on the **register**;
 - 3.2. **notify us** at once about any court proceedings which involve the **domain name**;
 - 3.3. **notify us** of details of **name servers** for the **domain name** which **you** are allowed to use and which respond promptly and correctly about the **domain name** at all reasonable times; and
 - 3.4. **you** must make the promises at clause 6 and agree (if not a **consumer**) to pay **us** if they are not true.

Agents, representatives and security

4. For the security of **your domain name** **we** have procedures to try to ensure that **our** instructions come from **you** or someone allowed to act on **your** behalf. Specifically:
- 4.1. **we** do not have to take any action, or make any change to the **register**, until **we** are satisfied that **we** have received a valid request from the right person;
 - 4.2. **you** will help **us** with **our** security checks, provide any identification or documentary evidence **we** reasonably ask for, and allow **us** to keep copies of those documents for **our** files;
 - 4.3. if **we** issue **you** with a password or code for use with **our** systems **you** must keep it secret and safe and tell **us** if **you** lose it or let others know it because **we** shall be allowed to assume that anyone who knows that password is **you** or acting for **you**;
 - 4.4. **your agent** acts on **your** behalf in registering and maintaining the registration of the **domain name**, so that, unless the matter relates to something covered by clause 4.6 below, any communication to or from **your agent** is taken as being to or from **you**. **You** should always approach **your agent** in the first instance with any request or

query about **your domain name** or changes to it, as **we** will usually only act where **we** are satisfied that **your agent** cannot or will not; **you** should be aware that **your agent** may be entitled to discounts on **our** fees so it may be cheaper for **you** to go through them;

- 4.5. **we** may also specify other types of authorised representative (e.g. **your** lawyer) whose instructions **we** will accept in certain cases; and
- 4.6. **we** will publish on **our** website certain activities from time to time which **your agent** is not permitted to do on **your** behalf.

Fees and payment

5. **We** are a not-for-profit organisation and accordingly **our** fees (see **our** website) reflect the cost of the work **we** do. In order to make sure that each registrant pays their fair share of the costs of running the central **registry** function:
 - 5.1. **we** may make a charge for any of the services provided by **us** under this contract, provided that **we** do not make any fee retrospective, and (where only **we** can provide the service), **we** believe the fee to be set at a not-for-profit cost-recovery level only;
 - 5.2. **we** do not have to start any process including any change to the **register** until **we** (not just **your agent**) have received (within any time limit) any fee for that action and any other fees outstanding in respect of that **domain name** – it is **your** duty to ensure that **we** are paid and that sufficient information accompanies the payment to ensure that **we** know which **domain name** it relates to;
 - 5.3. **we** may cancel the **domain name** without further notice if any debt relating to the **domain name** remains unpaid beyond the deadline set by **us**; and
 - 5.4. unless Clauses 19 or 28 apply, or **we** have made an error, **we** will not provide credit notes or refunds.

Your promises

6. By entering into this contract **you** promise that:
 - 6.1. **you** (or **your agent**) have the permission of any person whose **personal data** is to be held on **the register** in line with clause 8;
 - 6.2. the details and information **you** send **us** at any stage (either **yourself** or via **your agent**) are true and correct, that **you** will submit them (via **your agent**, if possible) as soon as possible, and that **you** will keep them up to date; and
 - 6.3. by registering or using the **domain name**, in any way, **you** will not knowingly infringe the intellectual property rights (for example, trade marks) of anyone else, that **you** are entitled to register the **domain name**, and that **you** have not registered the **domain name** in breach of the legal duty known as 'trust'.
 - 6.4. **Our** right to rely upon these promises will continue to be available after the **domain name** has been registered and will not be affected by the cancellation or transfer of the **domain name**.
 - 6.5. Unless **you** are a **consumer**, **you** must pay **us** (including the current or past members of **our** Board of Directors) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that **you** have breached the promises in this clause 6.

Nature of domain names and the register

7. A domain name is not an item of property and has no 'owner'; it is an entry on **our register** database reflected by **our nameservers** which **we** provide as part of this contract. As a result:
 - 7.1. **we** will not be bound by, or record on the **register**, any mortgage-related obligations even if **notified**; and
 - 7.2. **you** should not rely on the registration or continued registration of the **domain name** until **we** confirm that any application **you** make in respect of it has completed and

you confirm that **your** full and correct name are recorded in the **register** for the **domain name**.

Personal data

8. The **register** is a publicly viewable register (not a directory) for the purposes of data protection law. **We** will make **your personal data** available in the following ways, but not release it for any other purpose to any other person:
 - 8.1. **we** will include it on the **register**;
 - 8.2. **we** will include it on the **WHOIS** and **IP-RA**. For these purposes **we** will publish **your** name and (unless **you** are a **consumer** and exercise **your** right to opt-out) **your** address but not **your** telephone or fax number or email address;
 - 8.3. **we** may give **your personal data** to people with a legitimate reason for requesting the information (based on the exemptions in the Data Protection Act 1998 or similar laws that replace or follow it) including government and/or law enforcement agencies, upon their written request;
 - 8.4. **we** may give **your personal data** to **your** current and/or proposed **agent**; or
 - 8.5. in line with the **DRS policy** and **DRS procedure**.
9. **You** may write to us to ask for a copy of the **personal data we** hold about **you**, and/or **you** can look at the **WHOIS**, and/or **you** can ask **your agent**. Please note that if at any point **we** discover that **you** are not a **consumer**, **we** may automatically cancel **your** opt-out from clause 8.2 without **notifying you**.
10. **Personal data** posted on the **WHOIS** database is accessible outside the **EEA**. By registering a domain name **you** agree to **your personal data** being transferred out of the **EEA** and to **our** use of **your personal data** as explained in this clause.

Domain name dispute resolution service

11. **You** agree to be bound by:
 - 11.1. the **DRS policy** and **DRS procedure**; and
 - 11.2. if a dispute arises, the version(s) of the **DRS policy** and **DRS procedure** (available on **our** website) which apply at the time that proceedings under the Dispute Resolution Service start until the dispute is over.
12. **We** (including in this case **our** directors, officers, staff of all types and any expert):
 - 12.1. shall not be liable to **you** or anyone else for anything done or not done in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith; and
 - 12.2. shall not be required or obliged to reveal information or materials which **we** gained as a result of the informal mediation stage of the Dispute Resolution Service unless ordered by a court with relevant jurisdiction.

Cancellation/alteration of the domain name

13. **We** may **cancel** or put the **domain name** into a **special status** by **notifying you** if:
 - 13.1. **you** are in breach of the terms of this contract (including the **rules**, **DRS policy** and **DRS procedure**) and (in the case of a matter which it is possible to put right) **you** do not put it right within 30 days of **us notifying you**;
 - 13.2. **we** receive independent proof that **you** have provided very inaccurate, unreliable or false contact details or registrant name, or failed to keep **your** contact details up to date, or **you** have failed to give such details at all;
 - 13.3. **you** are in breach of any part of **your** promises at clause 6; or
 - 13.4. the **domain name** is being used or operated in a way that is likely to endanger the operation of the **domain name** system or **our** systems and Internet connections.

14. **We** may (but do not have to) transfer, cancel, alter, amend the **domain name** or put it in a **special status** in the following cases:
 - 14.1. on **your** instructions (including the absence of instructions to renew, see clause 16), or by someone apparently acting for **you** (see clause 4);
 - 14.2. if **we** reasonably believe that **you** have provided a partly or wholly fictitious or false postal address and/or contact details and/or registrant name;
 - 14.3. if **we** reasonably believe that the changes are desirable to update the **register** or to correct any error or inaccuracy relating to the **domain name** registration (including any error in making the **domain name** available for registration or an error in a previous cancellation of the **domain name**);
 - 14.4. (subject to clause 15) if at any time **we** discover or are informed that **you** have died, completed a liquidation, striking-off, dissolution, removal from register or disbandment process or otherwise ceased to exist, even if (where possible) **you** are later restored by an official or court order or decision;
 - 14.5. if **you** withdraw **your** permission to having **your personal data** displayed on the **WHOIS** or **IP-RA** (excluding cases where a **consumer** is using the opt-out); or
 - 14.6. in order to implement the instructions of an Expert under **our** Dispute Resolution Service or the decision of a case officer in a challenge to the **domain name** based on this contract and/or **our rules**.
15. **We** will not automatically use the power at clause 14.4 if the **register** correctly shows (in the specified field and not just by inference from **your** name) that:
 - 15.1. **you** are a **consumer** and correctly marked as an 'individual' on the **register**; or
 - 15.2. **you** are company or organisation registered with Companies House, the register of Friendly Societies, the Charity Commission (or UK regional equivalent), **we** received **your** transfer application within three months of the date upon which **you** ceased to exist and **we** can establish that the transfer of the **domain name** forms part of a solvent reconstruction or amalgamation.

Duration, renewal & transfer

16. Unless ended earlier under this contract, **we** will enter **your domain name** on the **register** for two years. If **we** receive **your** renewal request and fee in the standard format by the deadline(s) **we** set, and subject to the terms of this contract generally, **you** will have the right to enter into a new contract with **us** on the same standard terms as **we** are then offering generally to new registrants. The specific procedure which applies to renewals is set out on **our** website, or **you** can ask **your agent**.
17. **We** may transfer **our** rights and obligations under this contract to any third party.
18. If **you** wish to transfer **your domain name** to a third party, **you** must, in addition to any general requirements in this contract:
 - 18.1. use **our** current specified transfer process; and
 - 18.2. ensure that the new registrant accepts the remaining part of this contract and its terms in full;

if **you** do not transfer **your domain name** in this way no valid transfer of this contract and **domain name** will occur and **we** shall not be bound by any other document or agreement attempting or claiming to make a transfer of the **domain name** and/or this contract.
19. If **you** are a **consumer**, **you** may have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000 or similar laws amending or replacing it. The right must be claimed within seven working days of the start of the services (which include security check work). If this occurs **we** will cancel this **domain name** contract and provide **you** or **your agent** (depending on who paid **us**) a full refund within 30 days. If **we** pay **your agent**, **you** may still have to obtain a refund from them.

Exclusions and limitations of liability

20. Please note the explanation at the top of this contract about liability. However, nothing in these terms limits or excludes **our** liability for death or personal injury caused by **our** negligence or for fraudulent misrepresentation.
21. By registering the **domain name** **we** are not acknowledging that **you** have any rights in the name comprised in the **domain name**, and **we** are not authorising **you** to use the **domain name** as part of a business.
22. **We** will not be liable to **you** whether under contract law, the legal rules about duties to third parties known as the law of 'tort' (including negligence) or otherwise for:
 - 22.1. any loss of profit, revenue or other type of economic loss (whether direct or indirect);
 - 22.2. loss of business or contracts;
 - 22.3. loss of expected savings or goodwill; or
 - 22.4. any losses which a court holds to be consequential, or indirect losses; arising out of or in connection with the contract, including but not limited to:
 - 22.4.1. any error or omission in entries to the **register**; and
 - 22.4.2. loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the **domain name**
23. All contract terms of any sort which may be implied by law into any contract with **you** are excluded to the fullest extent allowed.
24. **Our** total liability to **you** whether under these terms or otherwise (including liability for negligence) shall be no more than £5,000.
25. If **you** are a **consumer**, clauses 22, 23 and 24 do not apply to **you**. **Your** statutory rights are not affected - for information contact **your** local authority Trading Standards Department or Citizens' Advice Bureau.

General

26. If a court judges that any of these terms is not valid or cannot be enforced the other terms shall continue to be valid and enforceable.
27. Although **we** contract on standard terms this contract does not form part of a network of mutually enforceable contracts or grant rights to any third party, by statute or otherwise.
28. The internet is constantly changing and developing. As a result of this, **we** reserve the right to make reasonable changes to the terms of this contract (including the **DRS policy**, **DRS procedure** and **rules**) at any time during the term of the contract. **We** will only do so when **we** have good reason. Unless **we** are acting because of a legal requirement or a court order, any changes will only be made after **we** have consulted openly. **We** will publish a notice in advance (ideally, 30 days in advance) on **our** web site and provide a link from the main page. The changes will become binding and effective upon the date specified in the notice. **You** should visit **our** website regularly in order find out about any changes. If **you** do not agree with any (proposed) change to the terms **you** may **notify us** that **you** want to end the contract in at least thirty (30) days time. In this case, **we** will give **you** a proportionate refund of the registration for the remaining period.
29. **Our** address is Nominet UK, Sandford Gate, Sandy Lane West, Oxford, OX4 6LB, England, telephone +44(0)1865 332211, fax +44(0)1865 332299, email: nominet@nominet.org.uk. **Our** offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays.
30. Except as set out in clause 4.4 (duty to use **your** agent where possible), or in the **DRS policy** and **DRS procedure**, any notice to be given under the contract will be:
 - 30.1. deemed served if hand delivered, or sent by pre-paid post, fax or email to the other party at a postal or email address or fax number on the **register** or (if to **us**, at the any of the addresses above); and

- 30.2. deemed effective on the date of delivery, or in default on the date of sending or posting.
31. This contract is a legally binding document. **You** should read it carefully and make sure that it contains everything **you** want and nothing **you** are not prepared to agree to. These terms, together with the **rules, DRS policy and DRS procedure**, are the entire contract between **you** and **us** for the **domain name**, and replace all prior contracts, understandings and representations about this **domain name** whether spoken or written.
32. This contract is made under the law and jurisdiction of England, unless **you** are a **consumer** in Scotland, Wales or Northern Ireland, in which case **we** submit to your local law and jurisdiction. For enforcement, the local law and jurisdiction may be used.