

Terms and Conditions of Domain Name Registration

By registering a domain names ending in *.uk* (with some very limited exceptions), you enter into a contract of registration with us (Nominet UK). The contract includes conditions 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.

Terms and Conditions of Domain Name Registration - effective from 1 May 2012

Change in terminology

Since these terms and conditions were written the words "agent", "registration agent" and "tag holder" have been replaced with the single term **registrar**. This has been done to standardise the terminology used across all of our communications. In the Terms and Conditions of Domain Name Registration below these original words are still used.

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 conditions, which includes conditions 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 at 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**. So, 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 interests 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. Other policies we refer to do not form part of this contract and may change at any time.

Definitions

1. The following words marked in **bold** will have specific meanings in this contract.

'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 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 e-mail, and will be released to be registered again under our **rules**.

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

'correct' – This means that the information must be good enough to allow us to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify you. For your name this also means that the information must be detailed enough that we can tell exactly who you are (in legal terms, exactly which legal entity we have this contract with).

'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 and procedure of our dispute resolution service.

'EEA' – The European Economic Area, which includes most European countries. Countries outside the EEA may not have strict laws to protect personal information.

'name servers' – Computers that provide specific translation information in the domain name system.

'notify' – Serving notice to you, your **agent**, authorised representative, contact (see condition 5.5) or **us** (see condition 36).

'personal data' – Any information about an identifiable living person (for example, your name, address or phone number).

'PRSS' – A service provided under strict contract to some people based in the **EEA** which allows them to search **WHOIS** data differently, but not to use it for marketing purposes.

'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 explain which domain names can be registered and which cannot.

'special status' – Various special states your **domain name** may be in, such as suspended or 'detagged'. See our website for details. This will normally mean that you will remain listed as the person who has registered the **domain name** but the **domain name** itself will not work, and may mean that other actions with the **domain name** are blocked.

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

2. Also in this contract, the following words have special meanings but will not be put in bold.

'conditions' – includes all parts of the contract, not just those that lawyers call conditions.

'we', 'us', 'our' – Nominet UK (company number 3203859). See condition 35.

'you', 'your' - The person who is entering into this contract with us and who the **domain name** will be registered for.

What we will do

3. 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 (among other things):

3.1 processing your application to register or renew a **domain name** in the light of our **rules**, and your right (see condition 20) to renew;

3.2 maintaining overall ownership, control and responsibility for the **register**;

3.3 if we are listed as your **agent** or if it would be inappropriate for you to ask your **agent** to act (see condition 5) making changes to the **register** at your request or providing information about the *.uk* domain name system;

3.4 if the **domain name** is not in a **special status**, entering details about the **domain name** into our **name servers**; and

3.5 publishing procedures for you to renew the **domain name** and for recording a transfer, surrender or change of agent for the **domain name**.

What you must do

4. **You** have various responsibilities set out generally in this contract. **You** must also:

4.1 give and keep us **notified** of **your correct** name, postal address and any phone, fax or e-mail information and those of your contacts (if you appoint any, see condition 5.2). This duty includes responding quickly and correctly to any request from us to confirm or correct the information on the **register**;

4.2 **notify** us at once about any court proceedings which involve the **domain name**; and

4.3 **notify** us of the 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.

Agents, representatives and security

5. For the security of your **domain name** we have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.

5.1 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.

5.2 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.

5.3 If you have an identifier (for example, a password, a token, personal information or a code) to use with us or our systems, you must keep it secret and safe because we will be allowed to assume that any action done or asked for using that identifier or a product of it was done or asked for by you or by someone authorised to act for you. We will be entitled to enforce procedures for dealing with lost, cancelled or insecure identifiers.

5.4 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 condition 5.6 below, any communication to or from your **agent** is taken as being to or from you. You should always contact your **agent** first with any request or question about your **domain name** or changes to it, as we will only act if we are satisfied that your **agent** cannot or will not. Be aware that your **agent** may be entitled to discounts on **our** fees so it may be cheaper for you to go through them.

5.5 We may also specify other types of authorised representative or contact whose instructions we will accept in certain cases, what types of instructions they can give us, and whether they can take your place if we need to **notify** you. If you **notify** us that you

want someone to represent you, you are giving them power to act and us power to act on their instructions and (if this applies) **notify** them instead of or as well as you.

5.6 We will publish on our website from time to time certain activities which your **agent** is not allowed to do on your behalf or where we want to deal with you directly (or both).

Fees and payment

6. We are a not-for-profit organisation so our fees (see our website) reflect the cost of the work we do. To make sure that every person who registers a domain name pays their fair share of the costs of running the central **registry**, we:

6.1 may make a charge for any of the services we provide under this contract, as long as (where only we can provide the service) we believe the fee is set at a not-for-profit cost-recovery level only;

6.2 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 that have not been paid for the **domain name** or things done with it – it is your duty to make sure that we are paid and that there is enough information with the payment to make sure that we know which **domain name** it relates to;

6.3 may cancel the **domain name** without further notice if any debt relating to the **domain name** remains unpaid after the deadline we have set; and

6.4 unless condition 24 or 34 applies, or we have made a significant mistake, will not provide credit notes or refunds.

Your promises and indemnity

7. By entering into this contract you promise that:

7.1 you (or your **agent**) have the permission of any person whose **personal data** is to be held on **the register** in line with condition 11;

7.2 any identity and contact information you (either yourself or through your **agent**) send us must be **correct**;

7.3 you will send us the information needed under condition 7.2 as soon as possible, through your **agent** if possible, and you will keep them up to date;

7.4 by registering or using the **domain name** in any way, you will not infringe the intellectual property rights (for example, trademarks) of anyone else;

7.5 you are entitled to register the **domain name**; and

7.6 you have not registered the **domain name** in a way that fails to meet with any legal duty you have.

8. Unless you are a **consumer**, you will 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 broken any of the promises in condition 7.

9. Our right to rely on the promises in condition 7 and indemnity in condition 8 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**.

Nature of domain names and the register

10. 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:

10.1 we will not be bound by, or record on the **register**, any mortgage-related obligations;

10.2 we own and keep all copyright and database rights in the **register**; and

10.3 you should not rely on the registration or continued registration of the **domain name** until we confirm that any application you make has completed and you confirm that your **correct** name is recorded in the **register** for the **domain name**.

Personal data

11. We will make your **personal data** available in the following ways, but not release it for any other purpose to any other person. We may:

11.1 include it on **the register**;

11.2 include it on the **WHOIS** (which is also available outside the **EEA**) and **PRSS**. For these purposes we will publish your name and (unless you are a **consumer** and choose to opt out) your address, but not your phone or fax number or e-mail address;

11.3 if they ask in writing, give your **personal data** to people with a legitimate reason for asking for it (based on the exemptions in the Data Protection Act 1998 or similar laws that replace or follow it), including government or law enforcement agencies;

11.4 give your **personal data** to your current or proposed **agent** (or both); and

11.5 use it as set out in the **DRS policy** and **DRS procedure**.

12. You may write to us to ask for a copy of the **personal data** we hold about you, or you can look at the **WHOIS**, 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 (see condition 11.2) without **notifying** you.

13. By registering a domain name you agree to us using your **personal data** as explained in conditions 11 and 12.

The dispute resolution service

14. You agree to be bound by:

14.1 the **DRS policy** and **DRS procedure**; and

14.2 if there is a dispute, the version of the **DRS policy** and **DRS procedure** (available on **our** website) which applies at the time that proceedings under the dispute resolution service start, until the dispute is over.

15. We (including in this case our directors, officers, staff of all types and any expert) will not:

15.1 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 lack of action is shown to have been in bad faith; and

15.2 be asked or forced 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.

Cancelling or altering the domain name

16. We may **cancel** or put the **domain name** into a **special status** by **notifying** you if:

16.1 we receive independent proof that you have provided significantly inaccurate, not **correct**, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all;

16.2 you have broken any part of condition 7 or 8;

16.3 the **domain name** is being used in a way that is likely to endanger any part of the **domain name** system or our systems and internet connections; or

16.4 you have broken any of the conditions (including the **rules**, **DRS policy** and **DRS procedure**) and (in the case of a matter which it is possible to put right and which is not

covered by condition 6.3, 16.1 to 16.3 or 17) you do not put it right within 30 days of us **notifying** you.

17. We may (but do not have to) transfer, cancel, alter or amend the **domain name**, put it in a **special status** or prevent its renewal:

17.1 on your instructions (including the absence of instructions to renew - see condition 20), or by someone apparently acting for you (see condition 5);

17.2 if we reasonably believe that the contact details on the **register** for you are so inaccurate or false that we would not be able to **notify** you of the change;

17.3 if we reasonably believe that the changes to update the **register** or to correct any error, ambiguity 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**) would make it more accurate;

17.4 if you withdraw your permission to having your **personal data** displayed on the **WHOIS** or **PRSS** (not including cases where a **consumer** is using the opt-out);

17.5 to carry out the decision an expert has made under our dispute resolution service; or

17.6 if **we** receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.

18. If you are an individual, this contract will end if you die and the person legally appointed to deal with your assets after you die does not transfer the **domain name** (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).

19. If you are not an individual, this contract will end if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.

Duration, renewal and transfer

20. Unless ended earlier under this **contract** or we are given different instructions, we will enter your **domain name** on the **register** for two years. Some agents are authorised to enter your domain name on the register for a number of years from one year to ten years. You can ask your agent for further details of this. If we receive your renewal request and fee in the standard format by the deadline we set, and in line with the conditions of this contract generally, you will have the right to enter into a new contract with us on the same standard conditions that we are then offering to people registering new domain

names. The specific procedure which applies to renewals is set out on our website, or you can ask your **agent**.

21. We may transfer our rights and responsibilities under this contract to anyone else.

22. If you want to transfer your **domain name** to someone else, you must, as well as any general requirements in this contract:

22.1 use our current published transfer process; and

22.2 make sure that the person taking over the **domain name** accepts what remains of this contract in full.

23. If you do not transfer your **domain name** (as needed by condition 22) there will be no valid transfer of this contract and **domain name**, and no document or agreement attempting or claiming to transfer the **domain name** or this contract (or both) will have any effect.

24. 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 happens, we will cancel this **domain name** 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 get a refund from them.

Exclusions and limitations of liability

25. Please note the explanation about liability at the beginning of this contract. However, nothing in these terms limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

26. By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**, and we are not authorising you to use the **domain name** as part of a business.

27. We will not be liable to you whether under contract law, the legal rules about duties to other people (known as the law of 'tort') including negligence or otherwise, for:

27.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);

27.2 loss of business or contracts;

27.3 loss of expected savings or goodwill; or

27.4 any losses which a court categorises as ‘consequential’, or ‘indirect’ arising out of or in connection with the contract, including but not limited to:

27.4.1 any mistake or missing information in the **register**; and

27.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the **domain name**.

28. The law normally implies terms into contracts, but you and we agree that, as far as the law allows, they do not apply to this contract.

29. Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

30. If you are a **consumer**, conditions 27, 28 and 29 do not apply to you. Your statutory rights are not affected - for information contact your local authority Trading Standards . Department or your citizens advice bureau.

31. Conditions 11.1, 18, 19 and 25 to 39 will continue to apply after this contract has ended, even if that happens because we or you end this contract wrongfully.

General

32. If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

33. This contract does not give you any legal rights against other people who have registered *.uk* domain names or give other people rights against us for any reason.

34. 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, the change will only be made after we have consulted publicly. We will publish a notice in advance (ideally, 30 days in advance) on our website and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes. If you do not agree with any change to the conditions, you may **notify** us that you want to end the contract in at least 30 days’ time. In this case, we will give you a proportionate refund of the registration for the remaining period.

35. Our address is Nominet UK, Minerva House, Oxford Science Park, Edmund Halley Road, Oxford, OX4 4DQ, England (phone +44(0)1865 332211, fax +44(0)1865 332299,

e-mail: nominet@nominet.org.uk). Our offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays.

36. Except as set out in condition 5.4, or in the **DRS policy** and **DRS procedure**, any notice to be given under the contract will:

36.1 be considered to have been served if hand-delivered, or sent by prepaid post, fax or e-mail, to you, your **agent** or representative (see condition 5.5) at any postal or e-mail address or fax number on the appropriate **register** entry (if to us, at any of the addresses above); and

36.2 apply from the date it was delivered, or if not delivered the date it was sent or posted.

37. 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 conditions, together with the **rules**, **DRS policy** and **DRS procedure**, are the entire contract between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

38. We deal with a large number of **domain names** and we rely on you or other people to tell us about any changes to your personal information or status. This means that sometimes we continue to list a **domain name** or accept instructions even after this contract has ended, or should have been ended. Nothing we do, or do not do, during that period stops the contract from ending, stops us from ending it, or acts to create a new contract.

39. This contract is made under the law of England and any court proceedings must be in the English courts. If you are a **consumer** in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.