



## Dispute Resolution Service Policy

### 1. Definitions

**Abusive Registration** means a Domain Name which either:

- i. was registered or otherwise acquired in a manner which, at the time when the registration or acquisition took place, took unfair advantage of or was unfairly detrimental to the Complainant's Rights; or
- ii. is being or has been used in a manner which has taken unfair advantage of or has been unfairly detrimental to the Complainant's Rights;

**Complainant** means a third party who asserts to us the elements set out in paragraph 2.1 or, if there are multiple Complainants, the 'lead complainant' (see paragraph 4.2.1);

**Day** means unless otherwise stated any day other than Saturday, Sunday or any Bank or public holiday in England and Wales;

**Decision** means any decision reached by an Expert and where applicable includes the summary decision, full decision and the decision of an appeal panel;

**Dispute Resolution Service or DRS** means the service provided by us according to this Policy;

**Domain Name** means any registered .UK domain name administered by us which is the subject of dispute between the Parties in accordance with this Policy;

**Expert** means the expert we appoint under paragraph 10.5 or 12.1;

**Expert Review Group** means the panel of expert reviewers who will provide peer review of Decisions and from which appeal panel appointments will be drawn under paragraph 20.7;

**Fee Schedule** means the list of fees that we charge for the services we provide, including the fees for a summary, full or appeal decision, and which is set out in full on our website;

**Mediation** means impartial mediation which we conduct to facilitate a resolution acceptable to both Parties;

**Party** means a Complainant or Respondent and 'Parties' has a corresponding meaning;

**Policy** means this document;

**Respondent** means the person (including a legal person) in whose name or on whose behalf a Domain Name is registered;

**Reverse Domain Name Hijacking** means using the DRS in bad faith in an attempt to deprive a Respondent of a Domain Name;

**Rights** means rights enforceable by the Complainant, whether under English law or otherwise, and may include rights in descriptive terms which have acquired a secondary meaning;

**We** means Nominet UK (company no. 3203859) whose registered office is at Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ and 'us' and 'our' have corresponding meanings.

## **2. Dispute to which the DRS applies**

- 2.1 A Respondent must submit to proceedings under the DRS if a Complainant asserts to us, according to the Policy, that:
  - 2.1.1 The Complainant has Rights in respect of a name or mark which is identical or similar to the Domain Name; and
  - 2.1.2 The Domain Name, in the hands of the Respondent, is an Abusive Registration
- 2.2 The Complainant is required to prove to the Expert that both elements are present on the balance of probabilities

## **3. Communication**

- 3.1 We will send a complaint (see paragraph 4) to the Respondent by using, in our discretion, any of the following means:
  - 3.1.1 sending the complaint by post or email to the Respondent at the contact details shown as the registrant or other contacts in our domain name register database entry for the Domain Name;
  - 3.1.2 sending the complaint in electronic form (including attachments to the extent available in that form) by email to;
    - 3.1.2.1 postmaster@<the Domain Name>; or
    - 3.1.2.2 if the Domain Name resolves to an active web page (other than a generic page which we conclude is maintained by a registrar for parking Domain Names), to any email address shown or email links on that web page so far as this is practicable; or
  - 3.1.3 sending the complaint to any addresses provided to us by the Complainant under paragraph 4.3.4 so far as this is practicable.
- 3.2 Except as set out in paragraph 3.1 above, all written communication to a Party or a Party's representative under this Policy shall be made by email.
- 3.3 Communication shall be made in English. Email communications should be sent in plain text so far as this is practicable.
- 3.4 During the course of proceedings under the DRS, if either Party wishes to change its contact details it must notify us immediately.
- 3.5 Except as otherwise provided in this Policy, or as otherwise decided by us or if appointed, the Expert, all communications provided for under this Policy shall be deemed to have been received:
  - 3.5.1 if sent by post on the second Day after posting; or
  - 3.5.2 if sent via email, on the date that the communication was transmitted;
  - 3.5.3 and, unless otherwise provided in this Policy, the time periods shall be calculated accordingly.
- 3.6 Any communication (except for communications relating to Mediation or if other exceptional circumstances apply) between;

- 3.6.1 us and any Party shall be copied by us to the other Party and, if appointed, the Expert, subject to paragraph 17 below; and
- 3.6.2 a Party to another Party shall be copied by the sender to us and we will copy such correspondence to the Expert, if appointed.

## 4. The Complaint

- 4.1 Any person or entity may submit a complaint to us in accordance with this Policy. In exceptional circumstances, we may have to suspend our ability to accept complaints. If so, we will post a message to that effect on our web site which will indicate when the suspension is likely to be lifted.
- 4.2 More than one person or entity may jointly make a complaint. Where this occurs the joint Complainants must:
  - 4.2.1 specify one of the Complainants, or a single representative, who will be the 'lead Complainant' who will receive correspondence on behalf of all the Complainants and is entitled to act on behalf of them all (e.g. in Mediation); and
  - 4.2.2 specify which Complainant the Complainants wish to become the sole registrant of each Domain Name(s), if the Complainants are successful (this does not bind the Expert).
- 4.3 The Complainant must send the complaint to us using the online electronic forms on our web site (except to the extent not available for attachments or if other exceptional circumstances apply, in which case an alternative method may be agreed by us). The complaint shall:-
  - 4.3.1 not exceed 5000 words (not including the text set out in annexes);
  - 4.3.2 submit annexes (with clear and descriptive file names) purely for the purposes of submitting evidence to support the arguments raised in the complaint. Annexes must not be used to circumvent the word limit set out in paragraph 4.3.1 above;
  - 4.3.3 specify whether the Complainant wishes to be contacted directly or through an authorised representative, and set out the email address, telephone number and postal address which should be used;
  - 4.3.4 set out any of the Respondent's contact details which are known to the Complainant;
  - 4.3.5 specify the Domain Name and the name or mark which is identical or similar to the Domain Name and in which the Complainant asserts it has Rights;
  - 4.3.6 describe in accordance with this Policy the grounds on which the complaint is made including in particular: what Rights the Complainant asserts in the name or mark; why the Domain Name should be considered to be an Abusive Registration in the hands of the Respondent; and discuss any applicable aspects of paragraph 5 of this Policy, as well as any other grounds which support the Complainant's assertion;
  - 4.3.7 specify whether the Complainant is seeking to have the Domain Name transferred, suspended or cancelled;
  - 4.3.8 tell us whether any legal proceedings have been commenced or terminated in connection with the Domain Name;
  - 4.3.9 state that the Complainant will submit to the exclusive jurisdiction of the English courts with respect to any legal proceedings seeking to reverse the effect of a Decision requiring the suspension, cancellation or transfer of a Domain Name registration, and that the Complainant agrees that any such legal proceedings will be governed by English law.
- 4.4 The Complainant or its authorised representative agrees to the following declaration when submitting the complaint

*"The Complainant agrees that its claims and remedies concerning the registration of the Domain Name, the dispute, or the dispute's resolution shall be solely against the Respondent and that neither Nominet UK nor its directors, officers, employees or servants nor any Expert shall be liable for anything done or omitted in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith.";*

*"The information contained in this complaint is to the best of the Complainant's knowledge true and complete. This complaint is not being presented in bad faith and the matters stated in this complaint comply with the Policy and applicable law."; and*

*"If the Expert orders a transfer of the Domain Name(s) then I agree to be bound by Nominet's Terms and Conditions for the Registration of Domain Names, including the provisions relating to Nominet's processing of personal data."*

- 4.5 The complaint may relate to more than one Domain Name, provided that each of those Domain Names are registered in the name of the Respondent.

## **5. Evidence of Abusive Registration**

- 5.1 A non-exhaustive list of factors which may be evidence that the Domain Name is an Abusive Registration is as follows:
- 5.1.1 Circumstances indicating that the Respondent has registered or otherwise acquired the Domain Name primarily:
    - 5.1.1.1 for the purposes of selling, renting or otherwise transferring the Domain Name to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly associated with acquiring or using the Domain Name;
    - 5.1.1.2 as a blocking registration against a name or mark in which the Complainant has Rights; or
    - 5.1.1.3 for the purpose of unfairly disrupting the business of the Complainant;
  - 5.1.2 Circumstances indicating that the Respondent is using or threatening to use the Domain Name in a way which has confused or is likely to confuse people or businesses into believing that the Domain Name is registered to, operated or authorised by, or otherwise connected with the Complainant;
  - 5.1.3 The Complainant can demonstrate that the Respondent is engaged in a pattern of registrations where the Respondent is the registrant of domain names (under .UK or otherwise) which correspond to well known names or trademarks in which the Respondent has no apparent rights, and the Domain Name is part of that pattern;
  - 5.1.4 It is independently verified that the Respondent has given false contact details to us;
  - 5.1.5 The Domain Name was registered as a result of a relationship between the Complainant and the Respondent, and the Complainant:
    - 5.1.5.1 has been using the Domain Name registration exclusively; and
    - 5.1.5.2 paid for the registration and/or renewal of the Domain Name registration;
  - 5.1.6 The Domain Name is an exact match (within the limitations of the character set permissible in domain names) for the name or mark in which the Complainant has Rights, the Complainant's mark has a reputation and the Respondent has no reasonable justification for having registered the Domain Name.
- 5.2 Failure on the Respondent's part to use the Domain Name for the purposes of email or a web site is not in itself evidence that the Domain Name is an Abusive Registration.

- 5.3 There shall be a presumption of Abusive Registration if the Complainant proves that the Respondent has been found to have made an Abusive Registration in three (3) or more DRS cases in the two (2) years before the complaint was filed. This presumption can be rebutted (see paragraphs 8.1.4 and 8.3).

## **6. Notification of Complaint**

- 6.1 We will check that the complaint complies with this Policy and, if so, we will forward it to the Respondent together with our Notification of Complaint letter within three (3) Days of our receipt of the complaint. Where the Domain Name is registered in the name of a privacy service that we recognise we shall notify the privacy service and in our discretion allow the WHOIS details of record to be updated.
- 6.2 If we find that the complaint does not comply with this Policy, we will promptly notify the Complainant of the deficiencies and will reject the complaint. This will not prevent the Complainant submitting a new complaint to us.
- 6.3 Proceedings under the DRS will commence on the earliest date upon which the complaint is deemed to have been received by the Respondent in accordance with paragraph 3.5.

## **7. The Response**

- 7.1 Any response to the complaint must be submitted to us within fifteen (15) Days of the date of commencement of proceedings under the DRS.
- 7.2 Within three (3) Days following our receipt of the response, we will forward the response to the Complainant.
- 7.3 The Respondent must send the response to us using the online electronic forms on our web site (except to the extent not available for attachments or if other exceptional circumstances apply, in which an alternative method may be agreed by us). The response shall:
- 7.3.1 not exceed 5000 words (not including the text set out in annexes);
  - 7.3.2 submit annexes (with clear and descriptive file names) purely for the purposes of submitting evidence to support the arguments raised in the response. Annexes must not be used to circumvent the word limit set out in paragraph 7.3.1 above;
  - 7.3.3 include any grounds the Respondent wishes to rely upon to rebut the Complainant's assertions under paragraph 4.3.6 above including any relevant factors set out in paragraph 5 of the Policy;
  - 7.3.4 specify whether the Respondent wishes to be contacted directly or through a Representative, and set out the email address, telephone number and postal address which should be used;
  - 7.3.5 tell us whether any legal proceedings have been commenced or terminated in connection with the Domain Name;
  - 7.3.6 The Respondent or its Representative agrees to the following declaration when submitting the response:

*"The information contained in this response is to the best of the Respondent's knowledge true and complete and the matters stated in this response comply with the Policy and applicable law."*

## **8. How the Respondent may demonstrate in its response that the Domain Name is not an Abusive Registration**

- 8.1 A non-exhaustive list of factors which may be evidence that the Domain Name is not an Abusive Registration is as follows:

- 8.1.1 Before being aware of the Complainant's cause for complaint (not necessarily the 'complaint' under the DRS), the Respondent has:
  - 8.1.1.1 used or made demonstrable preparations to use the Domain Name or a domain name which is similar to the Domain Name in connection with a genuine offering of goods or services;
  - 8.1.1.2 been commonly known by the name or legitimately connected with a mark which is identical or similar to the Domain Name; or
  - 8.1.1.3 made legitimate non-commercial or fair use of the Domain Name.
- 8.1.2 The Domain Name is generic or descriptive and the Respondent is making fair use of it;
- 8.1.3 In relation to paragraph 5.1.5; that the Respondent's holding of the Domain Name is consistent with an express term of a written agreement entered into by the Parties; or
- 8.1.4 In relation to paragraphs 5.1.3 and/or 5.3; that the Domain Name is not part of a wider pattern or series of registrations because the Domain Name is of a significantly different type or character to the other domain names registered by the Respondent.
- 8.2 Fair use may include sites operated solely in tribute to or in criticism of a person or business.
- 8.3 If paragraph 5.3 applies, to succeed the Respondent must rebut the presumption by proving in the Response that the registration of the Domain Name is not an Abusive Registration.
- 8.4 Trading in domain names for profit, and holding a large portfolio of domain names, are of themselves lawful activities. The Expert will review each case on its merits.
- 8.5 Sale of traffic (i.e. connecting domain names to parking pages and earning click-per-view revenue) is not of itself objectionable under this Policy. However, the Expert will take into account:
  - 8.5.1 the nature of the Domain Name;
  - 8.5.2 the nature of the advertising links on any parking page associated with the Domain Name; and
  - 8.5.3 that the use of the Domain Name is ultimately the Respondent's responsibility.

## **9. Complainant's Reply**

- 9.1 Within five (5) Days of receiving the response from us, the Complainant may submit a reply to the Respondent's response, which shall not exceed 2000 words (not including annexes). If a reply is submitted it must be submitted as far as possible in electronic form using our online forms, unless exceptional circumstances apply in which case the reply may be submitted by an alternative method to be agreed by us. If the Complainant does not submit a reply to us within five (5) Days the dispute will proceed to Mediation.
- 9.2 Any reply by the Complainant must be restricted solely to matters which are newly raised in the Respondent's response and were not raised in the Complainant's complaint as originally submitted to us.
- 9.3 If an Expert is appointed and the reply extends to other matters, the Expert may declare it inadmissible to the extent that it deals with matters going beyond those newly raised in the Respondent's response. To the extent that the Expert intends to take note of any new material, the Expert should invite the Respondent to file a further submission in response to that material and such further submission shall not exceed 2000 words (not including annexes).

## **10. Mediation**

- 10.1 Within three (3) Days of our receipt of the Complainant's reply (or the expiry of the deadline for the Complainant to submit a reply), we will begin to conduct Mediation. Mediation will be conducted in a

manner which we, in our sole discretion, consider appropriate. No Mediation will occur if the Respondent does not file a response.

- 10.2 Negotiations conducted between the Parties during Mediation (including any information obtained from or in connection to negotiations) shall be confidential as between the Parties and us, and will not be disclosed to the Expert. Neither we nor any Party may reveal details of such negotiations to any third parties unless a court of competent jurisdiction orders disclosure, or we or either Party are required to do so by applicable laws or regulations, or the Parties mutually agree to such disclosure. Neither Party shall use any information gained during Mediation for any ulterior or collateral purpose or include it in any submission likely to be seen by any Expert, judge or arbitrator in this dispute or any later dispute or litigation.
- 10.3 If the Parties reach a settlement during Mediation then the existence, nature and terms of the settlement shall be confidential, unless the Parties specifically agree otherwise or a court of competent jurisdiction orders otherwise.
- 10.4 No binding verbal agreements can be reached as part of the Mediation: any settlement reached by the Parties must be in writing or similar electronic form to be enforceable.
- 10.5 If the Parties do not achieve an acceptable resolution through Mediation within ten (10) Days, we will send notice to the Parties that we will appoint an Expert subject to the Complainant paying the applicable fee within the time limit specified in paragraph 13.2.
- 10.6 On appointment of an Expert, we will tell the Expert whether or not Mediation occurred, but we will not tell the Expert what happened during Mediation or why it failed to resolve the dispute.
- 10.7 No Party may ask us (including our directors, officers, employees, contractors, agents) or any Expert to reveal information or materials gained as a result of any Mediation under the DRS unless such disclosure has been ordered by a court of competent jurisdiction. Neither Party shall call the Expert or us (including our directors, officers, employees, contractors, or agents) as a witness (either in person or to produce documents or other materials) in any proceedings which arise from, or are in connection with, the matters discussed in the Mediation.

## **11. Without Prejudice**

- 11.1 Documents and information which are 'without prejudice' (or are marked as being 'without prejudice') may be used in submissions and may be considered by the Expert except that the Expert will not consider such materials if:
  - 11.1.1 They are generated within Mediation; or
  - 11.1.2 The Expert believes that it is in the interests of justice that the documents or information be excluded from consideration.

## **12. Decisions in the absence of a response**

- 12.1 If the Respondent does not submit a response, the Complainant has the option of paying for a full decision, or of applying for a summary decision.
- 12.2 If the Complainant does not opt for either a full or a summary decision by paying the applicable fee within ten (10) Days of receipt of the notice that the DRS process has reached the decision stage, we will deem the complaint to be withdrawn.
- 12.3 The Complainant shall not be prevented from submitting a new complaint to us if a complaint is withdrawn under paragraph 12.2.
- 12.4 A Respondent cannot pay for an Expert Decision when no response has been submitted.
- 12.5 The Expert will only grant a request for summary decision where he or she is satisfied that:
  - 12.5.1 We have sent the complaint to the Respondent in accordance with paragraphs 3 and 6 of this Policy;

12.5.2 The Complainant has, to the Expert's reasonable satisfaction, shown that he or she has Rights in respect of a name or mark which is identical or similar to the Domain Name and the Domain Name is an Abusive Registration; and

12.5.3 No other factors apply which would make a summary decision unconscionable in all the circumstances.

### **13. Full Decisions: Appointment of the Expert**

13.1 If the Respondent has submitted a response, and an acceptable resolution has not been found through Mediation, we will notify the Parties that either the Complainant or Respondent can apply for a full decision.

13.2 If we do not receive within ten (10) Days of receipt of the notice referred to in paragraph 10.5 above a request from the Complainant to refer the matter to an Expert, together with the applicable fee, the Respondent may elect to pay for a full decision.

13.3 If we do not receive the Respondent's request to refer the matter to an Expert together with the applicable fee within ten (10) Days of the Respondent's receipt of the notice, we will deem the complaint to be withdrawn and the Complainant shall not be prevented from submitting a new complaint to us in relation to the same Domain Name and Respondent.

### **14. Timing of Decision**

14.1 Within five (5) Days of our receipt of the applicable fee from the Complainant or Respondent, we will appoint an Expert from our list. Experts are appointed from the list on a rotational basis.

14.2 We will maintain and publish a list of Experts and their qualifications.

14.3 Once we have appointed the Expert, we will notify the Parties of the name of the Expert appointed and the date by which the Expert will forward his or her Decision to us (such date may be subject to change in exceptional circumstances).

14.4 We will forward the file of documents related to a dispute (except for those relating to Mediation) to the Expert as soon as the Expert is appointed.

14.5 No in person hearings (including hearings by conference call, video conference and web conference) will be held.

### **15. Impartiality and Independence**

15.1 The Expert shall be impartial and independent and both before accepting the appointment and during the proceedings will disclose to us any circumstances giving rise to justifiable doubt as to his or her impartiality or independence. We will have the discretion to appoint a substitute Expert if necessary in which case we will adjust the timetable accordingly.

### **16. Communication between Parties and the Expert**

16.1 Once an Expert has been appointed to provide a Decision in a dispute, the Parties and the Expert must not communicate directly in relation to that dispute, whether before or after the Decision is provided by the Expert. All communication between a Party and the Expert must be made through us.

### **17. Further Statement**

17.1 In addition to the complaint, the response and if applicable the reply and any appeal, the Expert may request further statements or documents from the Parties. The Expert will not be obliged to consider any statements or documents from the Parties which he or she has not received according to this Policy or which he or she has not requested.



- 17.2 Any communication with us intended to be passed to the Expert which is not part of the standard process (e.g. other than a complaint, response, reply, submissions requested by the Expert, appeal notice or appeal response) is a 'non-standard submission'.
- 17.3 Any non-standard submission must contain as a separate paragraph, a brief explanation of why there is an exceptional need for the non-standard submission. We will pass this explanation to the Expert, and the full submission will only be passed to the Expert at his or her sole discretion. If there is no explanation, we may not pass on the document or information.
- 17.4 On receipt of a non-standard submission we shall copy to the other Party the explanatory paragraph, but we will only send the full submission to the other Party if and when the Expert requests it.

## **18. Expert Decision**

- 18.1 The Expert will decide a complaint on the basis of the Parties' submissions and this Policy. It is the Parties' responsibility to explain all the relevant background facts and other circumstances applicable to the dispute in their submissions, and to support those submissions with appropriate evidence. In the ordinary course an Expert will not perform any research into a dispute or check the parties' assertions, However an Expert may (in their entire discretion) check any material which is generally available in the public domain.
- 18.2 An Expert may be in possession of relevant information which is not in the case papers, and upon which he or she wishes to rely for the purposes of the Decision. In this event, the Expert will inform the Parties that he or she holds such relevant information and invite them to make submissions.
- 18.3 Unless exceptional circumstances apply, an Expert shall forward his or her Decision to us within fifteen (15) Days of his or her appointment. This period includes a period for any peer review of the draft Decision.
- 18.4 The Decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was made and identify the name of and be signed by the Expert
- 18.5 A summary Decision will certify that the conditions set out in paragraph 12.5 have been satisfied and shall not necessarily set out the Expert's reasoning in full.
- 18.6 If the Expert is to provide a summary Decision and concludes that the dispute is not within the scope of paragraph 12.5 he or she shall state that this is the case.
- 18.7 If, after considering the submissions, the Expert finds that the complaint was Reverse Domain Name Hijacking, the Expert shall state this finding in the Decision.
- 18.8 If the Complainant is found on three separate occasions within a 2-year period to have been Reverse Domain Name Hijacking, Nominet will not accept any further complaints from that Complainant for a period of 2 years.

## **19. Notification and Publication**

- 19.1 Within three (3) Days of our receipt of a Decision from the Expert we will communicate the Decision to the Parties and will publish the Decision in full on our web site.
- 19.2 Decisions may contain the contact details of the Parties and the Parties consent to contact details being displayed in this way.
- 19.3 If the Expert makes a Decision that a Domain Name registration should be cancelled, suspended or transferred, we will implement that Decision by making any necessary changes to our domain name register database after ten (10) Days of the date that the Parties were notified, unless, we receive from either Party:
- 19.3.1 an appeal or statement of intention to appeal complying with paragraph 20, in which case we will take no further action in respect of the Domain Name until the appeal is concluded;  
or

- 19.3.2 official documentation showing that the Party has issued and served (or in the case of service outside England and Wales, commenced the process of serving) legal proceedings against the other Party in respect of the Domain Name. In this case, we will take no further action in respect of the Domain Name unless we receive;
  - 19.3.2.1 evidence which satisfies us that the Parties have reached a settlement; or
  - 19.3.2.2 evidence which satisfies us that such proceedings have been dismissed, withdrawn or are otherwise concluded.

## **20. Appeal**

- 20.1 Either Party shall have the right to appeal a Decision by submitting either:
  - 20.1.1 a statement of the intention to appeal (see paragraph 20.2), plus the non-refundable deposit (see Fee Schedule), which must be followed within fifteen (15) Days by an appeal notice (see paragraph 20.3) and the balance of the appeal fee (see Fee Schedule); or
  - 20.1.2 an appeal notice (see paragraph 20.3) and the whole appeal fee (see Fee Schedule).
- 20.2 A statement of intention to appeal should only contain sufficient information to make it clear that an appeal is requested. The statement of intention to appeal should not contain the actual grounds or reasons for appeal.
- 20.3 An appeal notice should not exceed 1000 words, should set out detailed grounds and reasons for the appeal, but shall contain no new evidence or annexes.
- 20.4 Within three (3) Days of our receipt of the:
  - 20.4.1 statement of the intention to appeal and deposit; or
  - 20.4.2 appeal notice and the full fee,we will forward the statement of intention to appeal or appeal notice (as the case may be) to the other Party.
- 20.5 Within ten (10) Days of receiving the appeal notice from us, the other Party may submit to us an appeal response (paragraph 20.6).
- 20.6 An appeal response must not exceed 1000 words, should set out detailed grounds and reasons why the appeal should be rejected but should contain no new evidence or annexes.
- 20.7 Following the filing of an appeal response (or the expiry of the deadline to do so) we will appoint an appeal panel of three members of the Expert Review Group. The test of impartiality shall apply to each member of the appeal panel. Subject to this the appeal panel shall consist of:
  - 20.7.1 the chairman of the group of Experts, or at his or her discretion, a member of the Expert Review Group of his or her choice; and
  - 20.7.2 the next available two members of the Expert Review Group appointed by rotation from our list; or
  - 20.7.3 Members of the Expert panel proposed by the chair.
- 20.8 The appeal panel will consider appeals on the basis of a full review of the matter and may review procedural matters. The appeal panel should not normally take into consideration any new evidence presented in an appeal notice or appeal response, unless they believe that it is in the interests of justice to do so.
- 20.9 The appeal panel shall have the same ability as Experts to request additional information and consider non-standard submissions under paragraph 17.
- 20.10 So far as is appropriate in the circumstances paragraphs 18 and 19 apply equally to appeal Decisions, except that:

- 20.10.1 appeal Decisions should be returned by the appeal panel to us within thirty (30) days of the appointment of the last panellist, and this period includes a period for any peer review of the draft appeal Decision. This deadline may be extended by up to ten (10) Days by agreement with us; and
- 20.10.2 appeal Decisions cannot be subject to any appeal within the DRS.
- 20.11 We may refer questions of interpretation of this Policy to the appeal panel. Any decision rendered as a result of our referral will not affect any Decision previously made under the DRS.
- 20.12 We will publish decisions of the appeal panel. Appeal decisions will not have precedent value, but will be of persuasive value to Experts in future decisions.
- 20.13 The operation of the DRS will not prevent either the Complainant or the Respondent from submitting the dispute to a court of competent jurisdiction.

## **21. Repeat Complaints**

- 21.1 If a complaint has reached the Decision stage on a previous occasion it may not be reconsidered (but it may be appealed, see paragraph 20) by an Expert. If the Expert finds that a complaint is a resubmission of an earlier complaint that had reached the decision stage, he or she shall reject the complaint without examining it.
- 21.2 In determining whether a complaint is a resubmission of an earlier complaint, or contains a material difference that justifies a re-hearing the Expert shall consider the following questions:
  - 21.2.1 Are the Complainant, the Respondent and the domain name in issue the same as in the earlier case?
  - 21.2.2 Does the substance of the complaint relate to acts that occurred prior to or subsequent to the close of submissions in the earlier case?
  - 21.2.3 If the substance of the complaint relates to acts that occurred prior to the close of submissions in the earlier case, are there any exceptional grounds for the rehearing or reconsideration, bearing in mind the need to protect the integrity and smooth operation of the DRS;
  - 21.2.4 If the substance of the complaint relates to acts that occurred subsequent to the close of submissions in the earlier decision, acts on which the re-filed complaint is based should not be, in substance, the same as the acts on which the previous complaint was based.
- 21.3 A non-exhaustive list of examples which may be exceptional enough to justify a re-hearing under paragraph 21.2.3 include:
  - 21.3.1 serious misconduct on the part of the Expert, a Party, witness or lawyer;
  - 21.3.2 false evidence having been offered to the Expert;
  - 21.3.3 the discovery of credible and material evidence which could not have been reasonably foreseen or known for the Complainant to have included it in the evidence in support of the earlier complaint;
  - 21.3.4 a breach of natural justice; and
  - 21.3.5 the avoidance of an unconscionable result.

## **22. Fees**

22.1 The applicable fees in respect of the referral of proceedings under the DRS are set out in the Fees Schedule. For disputes involving six or more Domain Names, and/or more than one Complainant, we reserve the right to set a higher Expert fee in consultation with the appointed Expert/ appeal panel.

### **23. Other action by us**

23.1 We will not cancel, transfer, activate, deactivate or otherwise change any Domain Name registration except as set out in paragraph 19 above and as provided under paragraphs X of the Terms and Conditions.

### **24. General powers of Nominet and the Experts**

24.1 We may in exceptional cases, extend any period of time in proceedings under the DRS.

24.2 We may in exceptional circumstances refuse to accept what we consider, in our sole discretion, to be a vexatious complaint. This will not prevent the Complainant submitting a new complaint to us.

24.3 The Expert shall determine the admissibility, relevance, materiality and weight of the evidence.

24.4 We shall decide a request by a Party to consolidate multiple Domain Name disputes in accordance with this Policy.

24.5 We may from time to time implement quality control measures, including peer review, and shall set out the details of such quality control measures on our web site.

24.6 The determination of whether exceptional circumstances exist under any provision of this Policy shall be in our sole discretion.

24.7 If we find that a submission by a Party exceeds the word limit, the party must resubmit a submission which complies with the word limit within three (3) Days. In the absence of exceptional circumstances, if we do not receive the submission back from:

24.7.1 the Complainant, we will deem the complaint to be withdrawn, which will not stop the Complainant from submitting a different complaint; or

24.7.2 the Respondent, we will notify the Parties that we will appoint the Expert when the Complainant has paid the applicable fees set out in paragraph 22. Once appointed the Expert will decide the dispute based upon the complaint and evidence attached to it.

24.8 If, in the absence of exceptional circumstances, a Party does not comply with any provision in this Policy, or any request by us or the Expert, the Expert will draw such inferences from the Party's non-compliance as he or she considers appropriate.

### **25. Effect of court proceedings**

25.1 If it is brought to our attention that legal proceedings relating to the Domain Name(s) are issued in a court of competent jurisdiction, and have been served, we will suspend the DRS dispute pending the outcome of those legal proceedings.

25.2 A Party must promptly notify us if it initiates legal proceedings in a court of competent jurisdiction relating to the Domain Name during the course of proceedings under the DRS.

### **26. Transfers during a dispute**

26.1 A Respondent may not transfer a Domain Name registration:

26.1.1 whilst proceedings under the DRS are ongoing in relation to the Domain Name or for a period of ten (10) Days after their conclusion, unless to the Complainant as a result of a settlement reached between the Parties and approved by us whether or not pursuant to Mediation; or

26.1.2 whilst a court proceeding or arbitration in respect of the Domain Name registration is ongoing in a court of competent jurisdiction.

We reserve the right to reverse any transfer of a Domain Name registration which does not comply with this paragraph.

- 26.2 A Respondent may not without the Complainant's consent (which the Complainant will not unreasonably withhold) transfer the hosting of a Domain Name to another registrar whilst proceedings under the DRS are ongoing in relation to the Domain Name or for a period of ten (10) Days after the conclusion of the DRS.

## **27. Settlement or other grounds for termination**

- 27.1 If, before a Decision is made the Parties agree and notify us of a settlement which we approve, whether or not pursuant to Mediation, we will terminate proceedings under the DRS. We may, at our discretion and where we are able to do so, assist the Parties in effecting such a settlement.
- 27.2 If, before a Decision is made, it becomes unnecessary or impossible to continue proceedings under the DRS for any reason, we will terminate proceedings under the DRS unless a Party raises justifiable grounds for objection within a period of time which we will determine.

## **28. Modifications to the Policy of the Dispute Resolution Service**

- 28.1 We reserve the right to make reasonable changes to this Policy at any time. Each such change will be published in advance (where practicable, thirty (30) calendar days in advance) on our web site: <http://www.nominet.uk/> and will become binding and effective upon the date specified therein.
- 28.2 The Parties will be bound by this Policy which is current at the time the DRS is commenced until the dispute is concluded.

## **29. Exclusion of liability**

- 29.1 Neither we nor our directors, officers, employees or servants nor any Expert shall be liable to a Party for anything done or omitted in connection with any proceedings under the DRS unless the act or omission is shown to have been in bad faith.

## **30. Filing**

- 30.1 Complaints, responses and replies must be submitted to the DRS via the Nominet online services facility.
- 30.2 Should exceptional circumstances exist that prevent a party from using Nominet's online services facility, we may at our discretion make alternative arrangements to allow a Party to submit documents.
- 30.3 Unless express prior consent is granted by Nominet, Parties may not submit hard copies of any submissions or evidence. Any submissions sent in hard copy will not be accepted.
- 30.4 Nominet will consider all reasonable requests for assistance or adaptations requested by Parties whose ability to use or interact with the DRS or its systems is impeded by a physical or mental impairment.

**Dispute Resolution Service Policy**

Version 4 – October 2016  
(Applies to all disputes filed on or after 1 October 2016)

(Version 3 applied to disputes filed between  
29 July 2008 and 30 September 2016)

(Version 2 applied to disputes filed between  
25 October 2005 and 28 July 2008)

(Version 1 applied to disputes filed between  
September 2001 and 24 October 2005)