

.UK REGISTRANT TERMS AND CONDITIONS

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1. Application of these terms and conditions

1.1. By instructing a Registrar to register a Domain on their behalf, the Registrant accepts Nominet's terms and conditions, which are comprised of:

- these terms and conditions;
- the Registry Policies; and
- the DRS Policy,

in each case as may be varied from time to time by Nominet.

2. Definitions

2.1. In these terms and conditions, the following words have the following meanings:

Agreement	The agreement between Nominet and the Registrant relating to registration of a Domain, as described in clause 1.1.
Cancel, Cancellation, Cancelled, Cancelling	Cancelling a Domain, which means the Domain will be deleted from the Registry, not work as part of a website or email and may be released for re-registration on a first come, first served basis.
Contact	Any person (natural or corporate) recorded in the Registry in association with a Domain, including the Registrant and administrative contact.
Credentials	A set of authentication information such as a username and a password and other types of identification used to gain authorised access to Nominet's systems.
Data Protection Legislation	All laws relating to protection of personal data that are applicable to processing of personal data in connection with the Agreement, including, but not limited to, the Data Protection Act 2018 and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).
Domain	A string registered within the Registry, which forms a part of an electronic address on the Internet and serves as a unique and specific identifier.
Dispute Resolution Service	The service operated by Nominet for the resolution of disputes concerning Domains, as described at domain disputes .
DRS Policy	The policy and procedure of Nominet's Dispute Resolution Service .
Industry Good Practice	The exercise of skill and diligence that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the provision of a domain registry.
Nominet	Nominet UK, a company limited by guarantee, incorporated in England and Wales with company number 3203859, whose registered office is at Minerva

House, Edmund Halley Road, Oxford Science Park,
Oxford OX4 4DQ, UK.

Operation	Any communication between the Registrar and Nominet (or the Registrant and Nominet) entered into with the intention of: • providing information to Nominet; • obtaining a response from Nominet; or • entering into a contract (either for the Registrar or Registrant) with Nominet.
Personal Data	Information that can be used to identify a natural person, as defined in the Data Protection Legislation.
Privacy Notice	The public notice explaining Nominet's processing of Personal Data made available on Nominet's website at Privacy Notice - Nominet .
Proscribed	A Domain that, in Nominet's sole discretion: (i) indicates, comprises or promotes a serious sexual offence; and (ii) there is no legitimate use of the Domain that could be reasonably contemplated.
RDDS	Registration Data Directory Services, which means any tools made available by Nominet to provide access to confirm registration data (or a subset thereof) held within the Registry.
Registry	The authoritative, centralised database maintained by Nominet for .UK, containing the comprehensive record of all Domains registered within that top-level-domain, including associated contact and technical information which is essential for the resolution of Domains within the internet domain name system.
Registry Policies	Nominet's .UK Registry Policies, which explain which Domains can and cannot be registered in the Registry and how they will operate, which can be found on Nominet's website at UK Policy .
Registrant	The person (natural or corporate) who has the right to use a Domain and who is recorded in the Registry as the registrant of a Domain.
Registrar	A person (natural or corporate) who acts on behalf of the Registrant in the creation, renewal and other administration of a Domain and to whom Nominet allows access to its automated systems to access the Registry.
Registration Agreement	The agreement between Registrar and Registrant for the provision of Domain registration services.
Registration Data	Details about Domains that are recorded in the Registry, including but not limited to: • Contact role: Registrant, Administrative, Technical or Billing • Contact details:

- full name (or role if applicable)
- organisation name (if applicable)
- postal address
- email address
- telephone number
- fax number
- record of whether Contact has given consent to the publishing of its name and address
- Domain configuration data
- name and contact details of the Registrar that sponsors the Domain
- any other information that Nominet is required to collect pursuant to applicable law.

Special Status

A configuration applied by Nominet that restricts Operations.

UK Pricing Schedule

The schedule setting out the fees that Nominet charges for the administration of Domains, which is set out in full on Nominet's website at [UK pricing schedule](#).

3. Nominet's rights and obligations

3.1. Nominet will:

- 3.1.1. process a potential Registrant's application made via a Registrar to create or renew a Domain in accordance with the Registry Policies;
- 3.1.2. maintain overall ownership, control and responsibility for the Registry;
- 3.1.3. make changes to the Registry in accordance with the Registrant's instructions made via its Registrar to Nominet;
- 3.1.4. provide the technical operation of the name servers for the registry zones that Nominet operates and make entries in the appropriate zone file to delegate Domains in accordance with Industry Good Practice; and
- 3.1.5. provide an escalation path for the Registrant where a Registrar is not complying with its agreements with Nominet.

3.2. Nominet owns and shall retain all copyright, database rights and other intellectual property rights in the Registry.

3.3. Nominet may contact the Registrant directly from time to time where necessary for the management of the Registrant's Domain(s).

3.4. Nominet does not have to take any action in respect of the Registry or make any changes to the Registry until it is satisfied that it has received a valid request from the Registrant.

3.5. Nominet will be entitled to assume that any action requested using the Registrant's Credentials to login to Nominet's systems has been submitted by the Registrant or by someone authorised by them.

4. Registrant's rights and obligations

4.1. The Registrant acknowledges that:

- 4.1.1. the Registrar acts on behalf of the Registrant in creating and maintaining a Domain;
- 4.1.2. any communication to or from the Registrar to Nominet is taken as being to or from the Registrant;
- 4.1.3. the Registrant should always contact the Registrar regarding any queries or changes related to the Domain; and
- 4.1.4. Nominet processes Registration Data as described in Nominet's [Privacy Notice](#).
- 4.2. The Registrant is responsible for providing and updating accurate Registration Data including technical and contact information to facilitate timely resolution of any problems that arise in connection with the Domain.
- 4.3. If the Registrant licenses use of a Domain to a third-party:
 - 4.3.1. the Registrant shall remain the Registrant of record;
 - 4.3.2. the Registrant shall remain responsible for providing and updating accurate Registration Data; and
 - 4.3.3. the Registrant shall be liable for any harm caused by wrongful use of the Domain, unless it discloses the identity of the licensee and current contact information provided by the licensee within seven (7) days to a party providing the Registrant with reasonable evidence of actionable harm.
- 4.4. The Registrant must notify the Registrar and Nominet immediately regarding any legal proceedings concerning its Domain.
- 4.5. The Registrant acknowledges that a Domain is not an item of property, and that Nominet will not be bound by, or record on the Registry, any mortgage-related obligations.
- 4.6. The Registrant represents and warrants that:
 - 4.6.1. to the best of the Registrant's knowledge and belief, neither the registration of the Domain nor the way it is directly or indirectly used infringes the legal rights of any third-party or any applicable law;
 - 4.6.2. it (or its Registrar) has notified any third party whose Personal Data is to be held in the Registry as Registration Data in connection with its Domain(s) of Nominet's processing of Registration Data as described in clause 7;
 - 4.6.3. any identity and contact information shared with Nominet (either directly or through the Registrar) comprised in Registration Data is correct and kept up to date;
 - 4.6.4. its registration or use of the Domain does not infringe the intellectual property rights (for example, trademarks) of any person;
 - 4.6.5. the alphanumeric characters that constitute the Domain are not Proscribed; and
 - 4.6.6. it will not use the Domain for any unlawful purpose.
- 4.7. The Registrant shall indemnify Nominet against any and all losses, costs and expenses (whether direct or indirect) arising out of any breach by the Registrant of any of the warranties and representations in clause 4.6.
- 4.8. The warranties and representations in clause 4.6 and the indemnity in clause 4.7 shall continue to apply after the Domain has been created and shall not be affected by the Cancellation or transfer of the Domain.
- 4.9. The Registrant may contact Nominet directly with complaints when it believes that

the Registrar has not acted or is not acting in accordance with the Registry Policies.

- 4.10. The Registrant must keep any Credentials or other piece of information used as part of Nominet's security procedures confidential. Nominet has the right to disable any Credentials, at any time, if in its opinion its security procedures have been compromised.

5. Contact details

- 5.1. The Registrant shall provide to the Registrar correct, accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Domain registration in line with the Registry Policies. This means that the information must be good enough to allow Nominet to contact the Registrant quickly at any reasonable time, must not be deceptive, and must clearly identify the Registrant.
- 5.2. The Registrant's wilful provision of inaccurate or unreliable contact details, wilful failure to update contact details provided to the Registrar within seven (7) days of any change, or failure to respond for over thirty (30) days to inquiries by the Registrar concerning the accuracy of contact details associated with the Registrant's Domain shall constitute a material breach of the Registration Agreement and be a basis for cancelling and/or for placing the Domain into a Special Status.

6. Fees

- 6.1. The fee for creating and renewing a Domain is paid by the Registrant to the Registrar.
- 6.2. Nominet will charge the Registrar in accordance with Nominet's UK Pricing Schedule.
- 6.3. Nominet reserves the right to:
- 6.3.1. not start any process until it has received the correct fee for the process;
 - 6.3.2. Cancel a Domain from the Registry without notice if debt relating to the Domain has not been paid and is past due date for payment; and
 - 6.3.3. not provide credit notes or refunds to a Registrant unless Nominet has made a significant mistake.

7. Use and disclosure of Registration Data

- 7.1. Nominet uses and discloses Registration Data, which may contain Personal Data relating to the Registrant and other Contacts, as described in the Privacy notice.
- 7.2. Nominet shall process Registration Data in compliance with its obligations under the Data Protection Legislation and other applicable laws.
- 7.3. The Registrant may obtain a copy of the Personal Data Nominet holds about it by contacting Nominet's data protection officer at dpo@nominet.uk or Nominet UK, Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ. The Registrant may also ask its Registrar to confirm what Registration Data Nominet holds in the Registry.

8. Cancellation and alteration of Domains

- 8.1. Nominet may Cancel or put a Domain into a Special Status if:

- 8.1.1. in Nominet's sole discretion it believes that the Registrant or Registrar has failed to provide accurate and reliable contact details in accordance with clause 5.1;
 - 8.1.2. in Nominet's sole discretion it believes that the Registrant or Registrar has failed to keep contact details up to date in a timely manner in accordance with clause 5.2;
 - 8.1.3. in Nominet's sole discretion it believes the Domain is being used, or has a high risk of being used, in a way that is likely to endanger any part of the domain name system, other internet users (including but not limited to the distribution of viruses and malware, phishing activity or facilitating distributed denial of service attacks), or Nominet's systems and internet connections; or
 - 8.1.4. the Registrant has breached any provision of the Agreement (including the Registry Policies and DRS Policy) and, if the breach is remediable, has not remedied the breach within 30 days of being notified by Nominet.
- 8.2. Nominet may (but does not have to) change the Registrant, delete, update or amend the Domain, put the Domain in a Special Status or prevent its renewal:
- 8.2.1. on instruction by the Registrant;
 - 8.2.2. if Nominet reasonably believes that the changes to update the Registry or to correct any error, ambiguity or inaccuracy relating to the Domain registration (including any error in making the Domain available for registration or an error in a previous Cancellation of the Domain) would make the Registry more accurate;
 - 8.2.3. to carry out a decision an expert has made pursuant to Nominet's Dispute Resolution Service; or
 - 8.2.4. if Nominet receives a complete and valid court order which Nominet or the Registrant (or both) must obey, or if not making the changes the court orders would be a contempt of court by Nominet or the Registrant.
- 8.3. If the Registrant is a natural person, their Domain will be Cancelled if they die and the person legally appointed to deal with the Registrant's assets does not change the registrant of the Domain (either to themselves or someone else) within a year of the Registrant's death (or the end of their appointment, whichever comes first).
- 8.4. If the Registrant is not a natural person, the Domain will be Cancelled if it completes a liquidation or disbandment process or otherwise no longer exists, even if (where possible) it is later restored by an official or court order or decision.

9. Duration, renewal, change of registrant and transfer of domain to a new Registrar

- 9.1. Nominet will register a Domain for a period between one (1) and ten (10) years in accordance with the Registry Policies. Instructions to create a Domain should be given by the Registrant to the Registrar who will instruct Nominet.
- 9.2. The Registrant may renew its Domain at, or before, the end of its term in accordance with Nominet's renewals processes. Instructions to renew a Domain should be given by the Registrant to the Registrar who will instruct Nominet.
- 9.3. Failure by the Registrant to instruct the Registrar to renew the Domain in accordance with Registry Policies will result in the Registrar requesting deletion of the Domain.
- 9.4. Nominet may transfer its rights and responsibilities with respect to a Registrant's Domain to anyone else in Nominet's sole discretion.

9.5. The Registrant may request the Registrar change the Registrant of a Domain provided that the Registrar binds the new Registrant to the Registration Agreement and these terms and conditions subject to Registry Policies.

9.6. The Registrant may transfer a Domain between Registrars provided that it:

9.6.1. follows the transfer process as documented in the Registry Policies; and

9.6.2. agrees to the new Registrar's Registration Agreement.

10. Exclusions and limitations of liability

10.1. Nothing in the Agreement limits or excludes either party's liability for fraudulent misrepresentation or death or personal injury caused by its negligence or any other liability that cannot be limited or excluded under applicable laws.

10.2. The creation or change of Registrant of a Domain does not constitute acknowledgement by Nominet that the Registrant has any rights in any words included in the Domain.

10.3. Nominet shall not be liable for:

10.3.1. loss of profit, revenue or other type of economic loss (whether direct or indirect);

10.3.2. loss of business or contracts;

10.3.3. loss of expected savings or goodwill; or

10.3.4. consequential or indirect losses arising out of or in connection with the registration of a Domain, including but not limited to:

10.3.5. any mistake or missing information in the Registry; and

10.3.6. loss of registration and/or use of the Domain for whatever reason and whether temporary or otherwise.

10.4. Implied terms are, to the fullest extent permitted by law, excluded from the Agreement.

10.5. Nominet's total liability to the Registrant under the Agreement or otherwise (including negligence) shall not exceed £5,000.

11. Term and termination

11.1. The Agreement comes into effect on the date of the relevant action as described in clause 1.1 and continues for as long as the Registrant is recorded in the Registry as a Registrant for a Domain.

11.2. The Registrant may terminate the Agreement by:

11.2.1. requesting via its Registrar that the Domain is deleted, following which the Domain will follow the deletion process as set out in the Registry Policies;

11.2.2. completing the change of registrant process with its Registrar for someone else to become the Registrant for the remainder of the term of the registration of the Domain; or

11.2.3. not renewing the Domain at the end of the term of the registration of the Domain, following which the Domain will follow the deletion process as set out in the Registry Policies.

11.3. Nominet may terminate the Agreement by Cancelling or altering the Domain in accordance with clause 8 with the effect that the Registrant is no longer recorded in the Registry as a Registrant for a Domain.

- 11.4. On termination or expiry of the Agreement this clause and clauses 3.2, 4.6, 4.7, 4.8, 7, 8.3, 8.4, 10, 12 and 13 shall continue in effect.

12. Notices

- 12.1. Except as set out in the DRS Policy, any notice in relation to the Registrant's Domain will be considered to have been served if hand-delivered or sent by prepaid post or by email to:
- 12.1.1. the Registrant or its Registrar at any postal or email address recorded in the Registry for the relevant Domain;
 - 12.1.2. Nominet at its registered office address or domainsupport@nominet.uk.
- 12.2. A notice will be deemed delivered on the date it was hand-delivered, three (3) days after being sent by prepaid post or on the date it was sent by email.

13. General

- 13.1. If a court rules that any provision of the Agreement is invalid, unenforceable or void, the remaining provisions shall continue in full force and effect.
- 13.2. A person who is not a party to the Agreement shall have no rights to enforce any provision of the Agreement.
- 13.3. Nominet may make reasonable changes to these terms and conditions, the DRS Policy and the Registry Policies at any time.
- 13.4. The Agreement, comprising these terms and conditions, the Registry Policies and the DRS Policy, forms the entire agreement between the Registrant and Nominet in relation to the Domain, and replaces all previous contracts, understandings and representations about the Domain, whether oral or written.
- 13.5. No failure or delay by Nominet to exercise any right or remedy provided for in the Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6. The Agreement and any dispute or claim arising out of or in connection with the Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.