

# Domain Names Specific Terms and Conditions



These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below, in which case they will have the meaning specified herein:

## 1 DEFINITIONS AND INTERPRETATION

**1.1** "Domain Name" means a name registered, or to be registered, with a Registry for use as part of your URL;

"Domain Name Privacy Services" means the data suppression services which enable personal contact details to be suppressed from the publicly available WHOIS database and which are described in more details on our Website;

"Domain Name Registration Services" means the registration of a Domain Name with a Registry and which are described in more details on our Website;

"Domain Name Services" means the Domain Name Registration Services, the Domain Name Privacy Services, and the Domain Name Transfer Services or any or all of them;

"Domain Name Transfer Services" means the transfer of a Domain Name from us to an alternative third party provider, and which are described in more detail on our Website;

"Intellectual Property Rights" means any intellectual property rights of any nature, including but not limited to any and all

inventions, patents, design rights, database rights, copyright moral rights, know-how, trade secrets, confidential information, trade marks, service marks, trade names and goodwill; and

"Registry" means an organisation responsible for holding and processing all records for particular Domain Name extensions.

**1.2** These Specific Terms and Conditions are supplemental to and shall incorporate our General Terms and Conditions of Supply. Except to the extent they have been expressly varied by these Specific Terms and Conditions, the provisions of the General Terms and Conditions shall remain in full force and effect and these Specific Terms and Conditions shall be governed by the provisions contained therein.

**1.3** Notwithstanding the provisions of clause 1.2, in the event of any conflict and/or any inconsistencies between the provisions of these Specific Terms and Conditions and the provisions of our General Terms and Conditions of Supply, the provisions of these Specific Terms and Conditions shall prevail.

## 2 THE DOMAIN NAME SERVICES

**2.1** In accordance with clauses 1.2 and 1.3 above, we shall provide the Domain Name Services to you subject to the terms of these Specific Terms and Conditions and our General Terms and Conditions of Supply.

- 2.2** Notwithstanding the provisions of clause 2.1 above, the provision of the Domain Name Service is subject to acceptance by you of the terms and conditions of each relevant Registry, including but not limited to, any terms, rules, regulations and policies and any dispute resolution procedure published by the relevant Registry in connection with the Domain Name Registration Service and which are in force from time to time (the “Registry Terms”).
- 2.3** You agree that you will, at all times, comply with the Registry Terms and acknowledge that it is your responsibility to familiarise yourself with the Registry Terms prior to submitting a Customer Application to us for the Domain Name Services or any renewal of the Domain Name Services.
- 2.4** In the event of any conflict and/or inconsistency between the provisions of these Specific Terms and Conditions and the General Terms and Conditions of Supply and the provisions of the Registry Terms, the provisions of the Registry Terms shall prevail, insofar as they relate to the provision of the Domain Name Services to you.
- 2.5** You acknowledge that any timescales specified by us in relation to the provision of the Domain Name Services are estimates only and we shall not be liable for any loss, damage or claim relating to any delay relating to the provision of the Domain Name Services, howsoever caused.
- 2.6** You shall indemnify us against and any all claims, losses and/or damage suffered by us as a result of any claim:
- (a) that a Domain Name infringes the Intellectual Property Rights of any third party;
  - (b) that a Domain Name has been registered in bad faith and/or is being used for any unlawful purposes; and/or
  - (c) in respect of any errors in any information provided by you regarding the Domain Name Services.
- 2.7** You acknowledge and agree to provide accurate contact details in respect of the Domain Name Services, and to keep such details up to date. Failure to keep your contact details updated may result in you not receiving important information regarding the Domain Name Services, including but not limited to, Domain Name renewal notices. You acknowledge and agree that we cannot accept liability for any loss, damage or claim arising from your failure to provide accurate and updated contact details:
- 3 DOMAIN NAME REGISTRATION SERVICES**
- 3.1** We offer a range of Domain Name extensions including .co.uk, .org.uk, .me.uk, .ltd.uk, .plc.uk, .com, .net, .org, .biz, .info and .eu. Please refer to our Web site for availability at the time of ordering.
- 3.2** You acknowledge that for applications for registrations for .plc.uk and .ltd.uk Domain Names, your Domain Name must be identical to your company name as registered with

Companies House and that the company must remain registered at Companies House for the Domain Name to remain registered. We shall not be liable for any loss, damage or claim relating to non-registration or revocation of a Domain Name in the event that you do not continue to meet these requirements.

**3.3** Registrations for the .uk Domain Name extension are valid for two years. All other Domain Name extensions are valid for one year. Thereafter, the Domain Name Registration Services shall automatically renew for further periods of:

(a) 24 months in respect of .uk Domain Names; and/or

(b) 12 months in respect of all other Domain Name extensions;

in each case a “Renewal Period”, until and unless terminated by you upon giving us notice to terminate prior to the first anniversary of your Domain Name Registration or prior to the anniversary of any Renewal Period in accordance with clause 3.4.

**3.4** We shall send you a reminder prior to the renewal of the Domain Name Registration Services. If you do not wish to renew the Domain Name Registration Services, you must notify us within 14 days from the date of the reminder notice, otherwise the Domain Name Registration Services will automatically renew in accordance with clause 3.3

**3.5** Notwithstanding the provisions of clause 3.3, the Charges for all Domain Names will be payable annually in advance. The Charges for

.uk Domain Names shall be payable in two instalments. In the event that a .uk Domain Name is transferred or cancelled prior to payment of the second instalment of the Charges, the second instalment will remain payable by you.

**3.6** You acknowledge that our acceptance of your Customer Application for Domain Name Registration Services shall not constitute confirmation from us that any particular Domain Name is available for registration as this is controlled by the relevant Registry.

**3.7** Save in the circumstances set out at clause 3.2 above, in the event that a Domain Name is not registered and/or the Registry refuses to register a Domain Name, we will refund the Charges in respect of the Domain Name Registration Services to you.

**3.8** Our liability in respect of clause 3.7 shall be limited to the refund of the Charges paid by you in respect of the Domain Name Registration Services. We shall not be liable for any loss, damage or claim relating to the non-registration of the Domain Name or your reliance upon the registration of the Domain Name howsoever caused.

**3.9** You agree that all Domain Names will be initially directed to a holding page hosted by us (the “Holding Page”) until you contact us to agree otherwise. You acknowledge that the Holding Page may contain marketing information and links to other products and services provided by us from time to time. We shall be entitled to modify the content of the

Holding Page at any time and without giving prior notice to you.

## 4 DOMAIN NAME TRANSFER SERVICES

4.1 In the event that you request a transfer of a Domain Name from us to a new service provider, you agree and acknowledge that:

(a) you may not transfer a Domain Name to a new service provider within 60 days of registration of the Domain Name with us;

(b) the new service provider must be aware of and be able to approve the transfer;

(c) your submission of a transfer request does not guarantee that the transfer will be successful; and

(d) until such time as the transfer is complete, you will remain liable for the management of the Domain Name, including the obligation to pay any applicable renewal charges and any other charges which may become due prior to the transfer date.

4.2 You acknowledge that, in addition to the requirements set out at clause 4.1, you must complete a Domain Name Transfer Away Form (available from us upon request). Business users must also provide a written request to use the Domain Name Transfer Services (printed upon their letter headed paper) in addition to the Domain Name Transfer Away Form.

4.3 The current fee for the Domain Name Transfer Services is available upon request.

## 5 DOMAIN NAME PRIVACY SERVICES

5.1 The Domain Name Privacy Services are available for .com, .net, .org, .biz and .info Domain Names.

5.2 For the avoidance of doubt, domain privacy is available on all .uk domains free of charge if you are a non-trading individual registering a Domain Name. If you require this option, the WHOIS opt-out option may be selected at the time the Customer Application is submitted to us or by contacting us at any time thereafter.

5.3 The fee for the Domain Name Privacy Services shall be charged annually in advance and you acknowledge that the Domain Name Privacy Services shall be provided to you for a minimum period of 12 months. Thereafter, the Domain Name Privacy Services shall automatically renew for further 12 month periods (a "Renewal Period"), until and unless terminated by you upon giving us 45 days notice to terminate prior to the first anniversary of the Domain Name Privacy Services or prior to the anniversary of any Renewal Period.

5.4 If the Domain Name Privacy Services are cancelled by you, you acknowledge that you will not be entitled to a refund of any Charges already paid by you to us in respect of the Domain Name Privacy Services for the applicable period.

## 6 GENERAL

6.1 These Specific Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.