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# **Terms and Conditions for Domain Registration**

# Terms and Conditions of domain name registration

#### 1. Introduction

Jisc Services Limited (**We**, **Us or Our**) is the registry in respect of the .ac.uk, gov.uk. gov.scot, gov.wales and llyw.cymru domain suffixes (**Suffixes**). These terms and conditions (**Terms**) govern the application for, and grant renewal of, domain names under the Suffixes (**Domain Names**), and should be read in conjunction with the following respective suffix eligibility policies for the relevant domain names (**Policy**):

Domain Name	Eligibility Policy
ac.uk	https://jisctnipublicdocs.blob.core.windows.net/docs/DRS/AC.UK%20- %20Eligibility%20Policy.pdf
.gov.uk	https://www.gov.uk/apply-for-and-manage-a-gov-uk-domain-name [2]
.gov.scot	https://www.gov.scot/publications/govscot-domains/ [3]
.gov.wales	https://gov.wales/register-and-manage-domains-llywcymru-and-govwales [4]
.gov.wales/ .llyw.cymru	https://llyw.cymru/cofrestru-rheoli-parthau-ar-llywcymru-govwales [5]

#### 1. Contract

When an organisation (**You or Your**) submits an application for Domain Name(s), You will be deemed to accept these Terms and the applicable Policy. Your application, these Terms and the applicable Policy together form a legally binding contract (**Contract**) between You and Us. You should not rely on or use the Domain Name(s) until We have confirmed that Your application has been successful, and any applicable fee for the Domain Name has been paid.

# 1. Warranty as to eligibility

You warrant that at the time of application for a Domain Name and any renewal, You are an eligible organisation as described in the respective Policy.

## 1. Our responsibilities

Once Your application has been accepted by Us in accordance with the relevant Policy (and subject to payment of any applicable domain name fee), We will, for the duration of the Contract, perform those duties that might reasonably be expected of a good and proper registry in respect of the Domain Name(s) accepted by Us, including operating the servers for the Suffixes and maintaining a registry for Domain Names registered under those Suffixes, on and subject to the Contract. We will only use any contact information You provide to us as set out in our Privacy Policy at <a href="https://www.jisc.ac.uk/website/privacy-notice">https://www.jisc.ac.uk/website/privacy-notice</a> [6].

# 1. Your responsibilities

You will:

- 1. promptly inform Us should Your organisation cease to be an eligible organisation as described in the Policy;
- 2. keep us updated with any changes to your identity and contact information, as these are the contact details that will be used for Domain Names registered to You. In some cases, the organisation that has registered a Domain Name, is not the same organisation that employs the named contacts for the Domain Name. For this reason, We cannot assume that contacts held for other services we provide are suitable contacts for Your Domain Name:
- 3. not use the Domain Name for any unlawful purpose; and
- 4. not transfer, sell, or otherwise divest of the Domain Name without Our consent.

#### 5. Domain Name fee

- 1. Details of whether You are required to pay a fee to register/renew a Domain Name (**Fee**) are set out here https://www.jisc.ac.uk/domain-registry [7].
- 2. If You are required to pay a Fee, then You must pay the prescribed amount (plus VAT) for initial application within 5 business days of acceptance of such application and for renewal, at least 5 business days before the renewal date, to Our bank account as detailed in Our invoice to You. Fees will not be refundable under any circumstances other than as set out in clause 11 below.
- 3. Your Domain Name will not be available for use until We receive the Fee for Your initial application. If you do not pay the Fee prior to renewal, then we may suspend the availability of the Domain Name until we receive payment.

#### 6. Contract duration

- 1. Subject to earlier cancellation under clause 8 below, Your initial registration will last for 2 years from grant of Domain Name.
- 2. You can renew Your registration for a period of 2 years (and thereafter for further 2-year periods) by notifying Us at least 20 business days prior to expiry of the initial or renewal period and paying Us any applicable Fee at least 5 business days prior to expiry of the applicable period. Any such renewal will be on the Terms and Policy in force at the time. We will not be obliged to remind You that Your registration is due to expire. If You do not renew Your registration in accordance with the prescribed procedure, then We may remove the Domain Name from the register at any time on or after expiry.

## 7. Cancellation

- 1. You may cancel your registration of a Domain Name, and therefore terminate the Contract, at any time by giving Us no less than 10 business days' prior written notice. No refund of the Fee will be made for cancellation under this clause 8.1.
- 2. We may cancel your registration of a Domain, and therefore the Contract, by written notice to You if:
  - 1. You cease to be an eligible organisation in accordance with the Policy;
  - We become aware that any information you have provided to us is false or materially inaccurate;
  - You breach any provision of the Contract which, if remediable, You fail to remedy within 20 business days of notice from Us requiring such remedy; and
  - 4. We cease to hold the right be the registrar for these Suffixes or We make a strategic decision that We no longer wish to act as registrar.
- 3. If We cancel the Contract in accordance with clauses 8.2.1, 8.2.2 or 8.2.3 no refund of the Fee will be made.
- 4. If We cancel Your Domain Name registration in accordance with clauses 8.2.1 or 8.2.2, We will allow You three months to migrate away from the Domain. We provide no assistance in obtaining an alternative Domain Name. The period may be extended at Our sole discretion in accordance with the Policy.

#### 8. Data Protection

1. In this clause 9, the following definitions apply:

## Controller

has the meaning given to it in the UK GDPR;

**Data Protection Legislation** 

means (a) any law, statute, declaration, decree, directive, legislative order, ordinance, regulation, rule or other binding restriction which reprotection of individuals with regards to the Processing of Personal I Party is subject for the purposes of this Agreement, including the Da Act 2018 and the General Data Protection Regulation 2016/679 (EU each is amended in accordance with the Data Protection, Privacy ar Communications (Amendments etc) (EU Exit) Regulations 2019 (as 2020 no. 1586) and incorporated into UK law under the UK Europea (Withdrawal) Act 2018, as amended to be referred to as **DPA 2018** a **GDPR** respectively; and (b) any code of practice or guidance publish or European Data Protection Board from time to time;

**Personal Data** has the meaning given to it in the UK GDPR;

**Processor** has the meaning set out in the UK GDPR;

Processing has the meaning given to it in the GDPR (and Processed shall be considered by an experimental states of the constant of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by an experimental states of the GDPR (and Processed shall be considered by a cons

accordingly); and

 Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Agreement, it shall comply with its respective obligations under the Data Protection Legislation and it shall only use such Personal Data for the purposes of performing its obligations under this Agreement.

- 2. Each party will ensure that any Personal Data it discloses to the other party has been collected or otherwise obtained in accordance with Data Protection Legislation.
- 3. Each party shall be responsible for ensuring that the transparency requirements of the Data Protection Legislation with respect to its own processing of the Personal Data (including the disclosure of the Personal Data to the other party) are met. The receiving party shall be responsible for ensuring those transparency requirements with respect to its own processing of the Personal Data received from the other party are met.
- 4. The parties acknowledge that nothing in this Agreement purports to appoint either party as a Processor for and on behalf of the other in respect of any Personal Data and neither party anticipates that the other will, and neither party shall, act as the other party's Processor under any circumstances, unless that party has been expressly appointed as Processor by the other party. Such appointment shall be conditional upon that party satisfying the other party's due diligence process and agreeing with the other party, in good faith, a set of Processor obligations that comply with the Data Protection Legislation.

## 5. Exclusions and limitation of liability

- 1. Nothing in these Terms limits or excludes either Our or your liability for fraud or personal injury caused by negligence.
- 2. Neither You nor We will be liable to the other (whether under contract, tort or otherwise) for:
  - 1. loss of profit, revenue, or other types of economic loss (whether direct or indirect);
  - 2. loss of business or contracts; and
  - 3. any consequential, indirect, or special losses.

in each case whether arising out of or in connection with the Contract or any earlier arrangement in respect of the registration of Your Domain Name, including but not limited to (i) any mistake or missing information in the register; or (ii) loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the Domain Name.

1. Without prejudice to clause 10.2 and subject to clause 10.1 Our total liability to You, whether under these Terms or otherwise (including liability for negligence) will be limited to the Fee paid by You for the Domain Name covering the preceding twelve months.

2. On the basis that We provide registration services for the Domain Name either free of charge or for a minimal charge, You agree that these exclusions and limitations are reasonable.

# 3. Changes to these Terms or the Policy

We may, following notification posted on the section of Our website covering Our activities as registrar for the Suffixes, implement changes to these Terms and/or the relevant Policy. If You do not agree with any such change then You may, within 20 business days of the change being published, notify Us that You wish to cancel the Domain Name registration. In which case, provided You have complied with the Contract, We will provide a proportionate refund of any Fee already paid in respect of the cancelled Domain Name.

#### 1. General

- 1. Notices under the Contract may be provided by email (subject to proof of error-free delivery) to <a href="mailto:domains@jisc.ac.uk">domains@jisc.ac.uk</a> [8] or by post to: Jisc Services Limited, Domain Registry Services, Lumen House, Library Avenue, Harwell, Didcot, OX11 0SG.
- 2. Grant of a Domain Name registration does not entitle you to any other service provided by Us.
- 3. Neither party will be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party. If such event or circumstances prevent a party from performing any of its obligations under the Contract for more than 30 days, the other party will have the right, without limiting its other rights or remedies, to terminate the Agreement with immediate effect by giving written notice to the first party.
- 4. The Contract sets outs out the entire contract between You and Us for the Domain Name and replaces all previous contracts, understandings, and representations about the Domain Name, whether spoken or written. No other warranties or representations will be implied into the Contract.
- 5. The Contract, any non-contractual obligations arising out of or in connection with the Contract and the relationship between You and Us, will be governed by and interpreted in accordance with the laws of England and Wales.
- 6. Both We and You irrevocably submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with the Contract. Without prejudice to the foregoing, disputes and appeals are governed by the relevant Policy.

**Source URL:** https://community.jisc.ac.uk/library/janet-services-documentation/terms-and-conditions-acuk

#### Links

- [1] https://jisctnipublicdocs.blob.core.windows.net/docs/DRS/AC.UK%20-%20Eligibility%20Policy.pdf
- [2] https://www.gov.uk/apply-for-and-manage-a-gov-uk-domain-name
- [3] https://www.gov.scot/publications/govscot-domains/
- [4] https://gov.wales/register-and-manage-domains-llywcymru-and-govwales
- [5] https://llyw.cymru/cofrestru-rheoli-parthau-ar-llywcymru-govwales
- [6] https://www.jisc.ac.uk/website/privacy-notice
- [7] https://www.jisc.ac.uk/domain-registry
- [8] mailto:domains@jisc.ac.uk