

# Registrar Terms and Conditions

## Jisc Approved Registrar Terms and Conditions

All Registrars that are users of Jisc's Domain Registry service are required to comply with these terms and conditions and any applicable policies and technical requirements they may be notified of by Jisc.

### 1. Definitions

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

<b>Agreement or Registrar Agreement</b>	means these terms and conditions;
<b>Applicable Law</b>	means all applicable law, statute, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>Business Day</b>	means a day (other than a weekend or public holiday in England) when banks in London are open;
<b>Charges</b>	means the charges payable to Jisc for the Services as set out on the Jisc website at <a href="https://www.jisc.ac.uk/domain-registry">https://www.jisc.ac.uk/domain-registry</a> <sup>[1]</sup> ;

<b>Confidential Information</b>	means any and all information (however it is conveyed) disclosed in connection with the Agreement, whether before, on or after the Service commencement date, where the information: (a) is clearly identified as “confidential” at the time of disclosure (whether or not it is marked as confidential or with similar protective marking) or (b) which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, together with any information derived from any of the information referred to in paragraph (a) or (b) above;
<b>Contact</b>	means the names, postal addresses, telephone numbers and email addresses of any individuals provided by any individual in relation to a domain name registration, such as the details of the Registrar, Registrant or an administrative contact;
<b>Controller</b>	has the meaning given to it in the UK GDPR;
<b>Data Protection Legislation</b>	means any Applicable Law, relating to the Processing of Personal Data and privacy to which a Party is subject for the purposes of this Agreement, and including (a) the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ( <b>EU GDPR</b> ) as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, as amended, to be referred to as <b>PECR</b> , <b>DPA 2018</b> and the <b>UK GDPR</b> respectively; and (b) any code of practice or guidance published by the ICO or European Data Protection Board from time to time;

<b>Intellectual Property Rights or IPR</b>	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>Jisc , us, we, or our</b>	means Jisc Services Limited, Company Number 02881024 with registered address at 4 Portwall Lane, Bristol, BS1 6NB
<b>Janet Policies</b>	<p>means the Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated or renamed by Jisc from time to time and which are published by Jisc on its website:</p> <p><a href="https://community.jisc.ac.uk/library/acceptable-use-policy">https://community.jisc.ac.uk/library/acceptable-use-policy</a> <sup>[2]</sup></p> <p><a href="https://community.jisc.ac.uk/library/janet-policies/security-policy">https://community.jisc.ac.uk/library/janet-policies/security-policy</a> <sup>[3]</sup></p> <p>(with each being referred to as a <b>Janet Policy</b>;</p>
<b>Personal Data</b>	has the meaning as given to it in the UK GDPR;
<b>Processor</b>	has the meaning set out in the UK GDPR;
<b>Processing</b>	has the meaning given to it in the UK GDPR (and <b>Processed</b> shall be construed accordingly); and
<b>Register</b>	means the database of those domain names in and immediately under the top level domains operated by us (including but not limited to ac.uk, gov.uk, gov.scot, gov.wales, llyw.cymru);

<b>Registrant</b>	means the person who is recorded on the Register as being the one that the registration of a domain name is 'for', and for these purposes also means applicants who have not yet entered into a contract with us but want to do so;
<b>Registrar</b>	means someone who has entered into this Agreement which allows them to access Jisc's automated systems and register, renew and manage domain names on behalf of their customers: the Registrar is appointed by the Registrant to deal with Jisc on the Registrant's behalf;
<b>Regulatory Body</b>	means any of those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Jisc;
<b>Service(s)</b>	means the domain registry service provided by Jisc upon the terms of this Agreement;
<b>Systems</b>	means our automated registry systems for Registrars, such as the 'Domain Registry Portal' (which may include any service or system for which we require users to enter into a separate contract);
<b>System Instructions</b>	means our instructions for Registrars on the proper use of our Systems, the way they work, the type, format, quality, layout and structure of data that they accept or should have and related things such as the use of any issued identifiers and access controls, which we publish on our website from time to time;
<b>Terms and Conditions of Domain Name Registration</b>	means the terms and conditions under which Registrants may register domain names with us as published on our website from time to time;

<b>Transaction</b>	<p>any communication between you and us (or the Registrant and us) entered into with the intention of:</p> <ol style="list-style-type: none"> <li>1. providing information to us;</li> <li>2. obtaining some sort of response from us; or</li> <li>3. entering into an agreement (either for you or Your Customer) with us;</li> </ol> <p>and <b>Transact</b> shall be interpreted accordingly;</p>
<b>You, your</b>	the person, firm, organisation or company who enters into this Agreement with Jisc;
<b>Your Customer</b>	means the Registrant that you are an agent for.

#### 1. Recognition and promises as to authority to act

1. Subject to the terms of this Agreement, we recognise you as being a Registrar and therefore able to act as an agent for Your Customers (which can include you). This Contract contains some limits on what you can do for Your Customer.
2. We may require Your Customer to Transact with us only via you, or to attempt to deal with you first, or to receive notices via you. However we reserve the right to deal directly with Your Customer and we may set out situations where you have no power to act for Your Customer or where the power you have is limited.
3. We may require you, acting reasonably, to send communications from us to Your Customer on our behalf, provided that you will not have to send any such information if you are legally unable to do so.
4. In relation to Your Customer we will recognise you as having authority to act for that Registrant if:
  1. for an existing registration, the Register records you as being the appointed Registrar;
  2. the Transaction you are requesting is one which Registrars are allowed to request for their Registrants (see clause 2.2);

and we have not been told by you or the Registrant that you cannot act for them (we may set up procedures which set out how and when we need to be told).

1. In relation to clause 2.4.1 note that if you have more than one identifier with our Systems (for example, more than one account in the Domain Registry Portal), our System Instructions may require that you use a specific identifier for a specific task (for example, if domain name 'a' is linked to a particular account you may be required to use that same account to make any alterations, even if you also have a second account).
2. You must not misrepresent to a Registrant, or potential Registrant, the rules and processes for registering new domains, in particular those around eligibility for domain names as published on our website at <https://www.jisc.ac.uk/domain-registry> [1]. (These

rules will change over time and you must regularly check which are the most recent versions and comply with them).

3. You promise us that in respect of every Transaction request you make:
  1. you have the authority of the Registrant to make that request and (if applicable to a particular transaction) specific authority from the Registrant to fully commit them to all the terms of the contract or obligations connected with that request;
  2. the request for the Transaction is not prohibited by clause 3.4 (Transactions you must not request);
4. If you are in breach of any of the promises in clause 2.7 and Jisc or its contractors or agents later suffer loss caused in whole or in part upon our reliance on those promises, you will pay us back for those losses, including any damage to our reputation, and the reasonable costs of any investigation, litigation or settlement. If you are only partly responsible, you would only have to pay the proportion for which you are responsible.

#### **5. Submitting Transactions**

1. All Transactions must be submitted to Jisc through the Domain Registry Portal. Transactions sent by any other means will not be acted upon.
2. You must comply with the System Instructions and any appropriate Janet Policy in force at the relevant time. (These Janet Policies and System Instructions will change over time as our systems develop and you must regularly check which are the most recent versions and comply with them).
3. You are responsible for all Transactions submitted to Jisc using your identifiers and credentials. You have a responsibility to keep any identifiers and other credentials used to access our Systems secure. You may not disclose or transfer them to another person, firm, organisation or company without authorisation from us. If you believe this has occurred, you must report this to us as soon as possible.
4. You must not request a Transaction if any of the following apply or you have reason to believe that they apply:
  1. you know, or reasonably should know, that some or all of the information provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;
  2. some or all of the Registrant identity information does not meet the requirements of the System Instructions;
  3. the Registrant you identify to us in the Transaction has not instructed or requested you (directly or indirectly) to act on its behalf or does not exist;
  4. the System Instructions or Policies prohibit making that Transaction on behalf of the Registrant;
  5. you no longer have authority to Transact with us on behalf of the Registrant;
  6. the service requested is one for which we require Registrants to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have not received positive confirmation that they are aware of, and accept in full, the current terms and conditions we offer for that service or Transaction at the date of the request for it;
  7. your account in the Domain Registry Portal does not entitle you to submit such a Transaction; or
  8. you are aware that the Transaction is criminal in nature or is likely to further criminal activity.
5. Unless clauses 2.2 (limits on your authority) or 3.4 (Transactions you must not request) apply or the System Instructions require otherwise: you must request the relevant Transaction (as set out in the System Instructions) promptly if:

1. our Customer provides you with a name or contact information which is different from those recorded on the Register, whether or not Your Customer asks you to update the Register;
2. you are aware that there is duplicate information on the Register in relation to Your Customer that can be amalgamated or improved; or
3. we inform you that the Transaction is required (for example, we tell you that the Registrant information you provided is formatted wrongly, is inaccurate or is out of date and ask for it to be corrected).

#### **6. Charges and Payment**

1. You agree to pay the Charges to Jisc, as set out on the Jisc website, in consideration for the provision of the Services, as set out in this clause 4.
2. Jisc will invoice You monthly only for those new name registrations processed and accepted within that given monthly period, together with any renewals confirmed with the given period with prior agreement.
3. You agree to accept the responsibility to pay Your Jisc invoices in a timely manner. If You fail to pay an invoice within three months Jisc reserves the right to remove the DNS entries for Your Customers for which no payment has been received. Following such removal Your Customer will lose its DNS entry and its email and web access through this address.
4. The Charges payable to Jisc under this Agreement are stated exclusive of value added tax which will be paid by the Customer at the rate and in the manner for the time being prescribed by law, following receipt of a valid VAT invoice.

#### **7. Intellectual Property Rights**

1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Jisc to you or from you to Jisc.

#### **8. Warranties and Your Obligations**

1. You warrant to Jisc that you have the legal right and authority to enter into this Agreement and to perform your obligations under this Agreement.
2. You warrant that you are not knowingly engaged in, and will not knowingly during the term of this Agreement engage in, any business, relationship, contract or other activity which damages or tarnishes, or is likely to damage or tarnish, the reputation of Jisc.

#### **9. Confidentiality**

1. Subject to the following provisions of this clause 7 each party will treat as confidential the Confidential Information of the other party.
2. Subject to clause 7.3 each party will:
  1. only use Confidential Information for the purposes of this Agreement; and
  2. it may disclose Confidential Information to companies in its Group or to its professional advisors or auditors in each case to the extent necessary and so long as those parties are subject to confidentiality obligations in respect of such information that are no less onerous than those set out in this clause 7.
3. The provisions of clause 7.1 will not apply to any Confidential Information which:
  1. is in or comes into the public domain other than by breach of this clause 7;
  2. is required or requested to be disclosed by an order of court, a regulatory body or under a legal or parliamentary obligation;
  3. is disclosed with the specific and prior written consent of the other party; or
  4. is known to the receiving party before disclosure by the other party.
4. This clause 7 will survive termination (however caused) or expiry of this Agreement and continue for 6 years thereafter.

#### **10. Data Protection**

1. 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.

#### **11. Liability**

1. Nothing in this Agreement 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 Agreement or



any earlier arrangement in respect of the Services, 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 9.2 and subject to clause 9.1 our total liability to you, whether under this Agreement or otherwise (including liability for negligence) will be limited to the Charges paid by you covering the preceding twelve months.
2. On the basis that we provide registration Services either free of charge or for a minimal charge, you agree that these exclusions and limitations are reasonable.

### **3. Term**

1. Jisc shall provide the Services from the point at which Your account on our systems is provided to you until this Agreement is terminated by either party in accordance with this Agreement.

### **4. Termination**

1. Either party may terminate this Agreement by giving to the other party not less than 30 days' written notice of termination.
2. Without prejudice to your rights and remedies or those of Jisc, either party may terminate this Agreement immediately by giving the other party written notice:
  1. in the event of a material breach of this Agreement by the other party which is incapable of remedy;
  2. in the event of a material breach by the other party which is capable of remedy but which the other party fails to remedy within 20 Business Days (or such other period as agreed between the Parties) of having been notified of such breach; or
  3. the other party ceases trading, or becomes apparently insolvent, or combines with its creditors, or has a liquidator, receiver, trustee in sequestration or administrator appointed (or an application is made, a petition is filed, a resolution is passed or notice is given in connection with the appointment of an administrator, liquidator, receiver or trustee in sequestration or a notice of intention to appoint an administrator is filed) over all or any of its assets, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the purposes of a solvent amalgamation or reconstruction, or that other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy, or undergoes any analogous act or proceeding under foreign law to any of those mentioned in this clause 11.2.3.
3. Jisc may suspend accounts in the Systems and ultimately remove the Registrar from lists of approved registrars after a period of inactivity or for any breach of this Agreement or if it decides, in its sole discretion, that continued membership of the relevant Registrar is not in the legitimate interests of other Registrars, the reputation of Jisc, or the efficient operation of the Domain Registry Service.
4. The rights to terminate this Agreement given by this clause 11 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

### **5. Consequences of Termination**

1. On the expiry or termination of this Agreement:
  1. all rights and obligations of the parties under this Agreement will

automatically terminate except for such rights of action as will have accrued prior to the date of termination or expiry;

2. within 30 days following the termination of this Agreement for any reason you must pay to Jisc any Charges in respect of the Services provided to you before the termination of this Agreement.

without prejudice to the parties' other rights.

1. At your reasonable request following the termination of this Agreement we may at Our discretion agree to a fixed short period of no longer than 90 days during which you may continue to access our Systems solely for the purpose of assisting Your Customers in moving their domain name registrations and other services to new service providers.
2. On the expiration or termination of this Agreement, clauses 1 (Definitions), 7 (Confidentiality), 8 (Data Protection), 9 (Liability), 12 (Consequences of Termination), 13.6 (Third Parties), and 13.8 (Governing Law) of this Agreement will continue notwithstanding termination.
3. **General**

1. Notices under this Agreement may be provided by email (subject to proof of error-free delivery) to [domains@jisc.ac.uk](mailto:domains@jisc.ac.uk) <sup>[4]</sup> or by post to: Jisc Services Limited, Domain Registry Services, Lumen House, Library Avenue, Harwell, Didcot, OX11 0SG.
2. Nothing in this Agreement shall constitute a partnership between the parties. Neither party has any authority to enter into any agreement with, or commitment to, others on behalf of the other party or in its name.
3. This Agreement is personal to the parties, neither of whom may assign any of their rights or benefits under this Agreement without the prior written consent of the other party.
4. If any provision of this Agreement, including in particular any limitation, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.
5. Neither party will be liable to the other as a result of any delay or failure to perform its obligations under the Agreement 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 Agreement 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.
6. Jisc reserves the right to amend these terms and conditions without the prior agreement of each Registrar registered in the Scheme. Any such changes will be notified to Registrars at least 30 days before they take effect.
7. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
8. No forbearance or delay by either party in enforcing its rights under this Agreement will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be waiver of any other right or of any later breach.
9. This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

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**Source URL:** <https://community.jisc.ac.uk/library/network-and-technology-service-docs/registrar-terms-and-conditions>

#### **Links**

[1] <https://www.jisc.ac.uk/domain-registry>

[2] <https://community.jisc.ac.uk/library/acceptable-use-policy>

[3] <https://community.jisc.ac.uk/library/janet-policies/security-policy>

[4] <mailto:domains@jisc.ac.uk>