

# Terms of Use for domain name registration

## 1. Introduction

Jisc Services Limited (**We, Us or Our**) is the registry in respect of the ac.uk, gov.scot, gov.wales and llyw.cymru domain suffixes (**Suffixes**). Jisc Services Limited (We, us or Our), are a registrar for gov.uk domains. These terms and conditions (**Terms**) govern the application for, and 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 Document(s)**):

Domain Name	Applicable Policy Documents
.ac.uk	<a href="https://jisctnipublicdocs.blob.core.windows.net/docs/DRS/AC.UK%20-%20Eligibility%20Policy.pdf">https://jisctnipublicdocs.blob.core.windows.net/docs/DRS/AC.UK%20-%20Eligibility%20Policy.pdf</a> <sup>[1]</sup>
.gov.uk	(1) <a href="https://www.gov.uk/apply-for-and-manage-a-gov-uk-domain-name">https://www.gov.uk/apply-for-and-manage-a-gov-uk-domain-name</a> <sup>[2]</sup> (2) <a href="https://www.gov.uk/guidance/additional-terms-for-govuk-agreements">https://www.gov.uk/guidance/additional-terms-for-govuk-agreements</a> <sup>[3]</sup> (3) <a href="https://registrars.nominet.uk/registry/dot-gov-uk/policies/">https://registrars.nominet.uk/registry/dot-gov-uk/policies/</a> <sup>[4]</sup>
.gov.scot	<a href="https://www.gov.scot/publications/govscot-domains/">https://www.gov.scot/publications/govscot-domains/</a> <sup>[5]</sup>
.gov.wales	<a href="https://gov.wales/register-and-manage-domains-llywcymru-and-govwales">https://gov.wales/register-and-manage-domains-llywcymru-and-govwales</a> <sup>[6]</sup>
.gov.wales / .llyw.cymru	<a href="https://llyw.cymru/cofrestru-rheoli-parthau-ar-llywcymru-govwales">https://llyw.cymru/cofrestru-rheoli-parthau-ar-llywcymru-govwales</a> <sup>[7]</sup>

## 2. Contract

2.1. When an organisation (**You or Your**) submits an application for Domain Name(s), You will be deemed to have accepted these Terms and the applicable Policy Document(s) and You agree to abide by the Terms and the applicable Policy Document(s). Your application, these Terms and the applicable Policy Document(s) 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.

### 3. Warranty as to eligibility

3.1. You warrant that at the time of application for a Domain Name and any renewal, You are an eligible organisation as described in the applicable Policy Document(s).

### 4. Our responsibilities

Once Your application has been accepted by Us in accordance with the applicable Policy Document(s) (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 that we are the registry for, 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 <https://www.jisc.ac.uk/website/privacy-notice> [8].

### 5. Your responsibilities

You will:

5.1. promptly inform Us should Your organisation cease to be an eligible organisation as described in the Policy;

5.2. 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;

5.3. not use the Domain Name for any unlawful purpose;

5.4. not transfer, sell, or otherwise divest of the Domain Name without Our consent; and

5.5. if you are a registrant, prospective registrant or former registrant of one or more gov.uk domains, comply with the additional terms in the Schedule (Gov.uk Additional Terms)

### 6. Domain Name fee

6.1. Fees payable for the first registration or the renewal of a Domain Name (Fee(s)) are:

6.1.1. For domains other than gov.uk, as set out at the following link:

<https://www.jisc.ac.uk/domain-registry> [9].

6.1.2. For gov.uk domains, as set out at the following link:

<https://community.jisc.ac.uk/library/janet-services-documentation/payments-and-charges-0> [10].

6.2. If You are required to pay a Fee, then You must pay the prescribed amount (plus VAT):

6.2.1. for initial application within 5 business days of acceptance of such application; and/or

6.2.2. for renewal, at least 5 business days before the renewal date,

6.2.3. 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.

6.3. Your Domain Name will not be available for use unless We have received the Fee for Your initial application. If you do not pay the Fee five business days prior to renewal, then we may suspend the availability of the Domain Name until we receive payment.

## 7. Contract duration

7.1. Subject to earlier cancellation under clause 8 below:

7.1.1. Initial registrations for Domain Names in domains other than gov.uk will last for a period of 2 years from the grant of the Domain Name and can be renewed for consecutive periods of 2 years.

7.1.2. Applications for first registration or renewal of Domain Names in the gov.uk domain may be made for periods of up to ten years as set out here:

<https://community.jisc.ac.uk/library/janet-services-documentation/payments-and-charges-0> <sup>[10]</sup>.

7.2. You may apply to renew any Domain Name 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 subject to the terms and conditions set out in these Terms and the applicable Policy Document(s) in force at the time. Subject to the applicable Policy Document(s), we are not obliged to remind You that Your registration is due to expire. If You do not renew Your registration in accordance with the procedure set out in this Clause 7, then We may remove the Domain Name from the register at any time on or after expiry.

## 8. Cancellation

8.1. 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.

8.2. We may cancel your registration of a Domain, and therefore the Contract, by written notice to You if:

8.2.1. You cease to be an eligible organisation in accordance with the applicable Policy Document(s);

8.2.2. Any information or content you have provided to us is false, materially inaccurate

or Malicious;

8.2.3. 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

8.2.4. 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.

For the purposes of clause 8.2.2 above, Malicious means: designed or intended to deceive, exploit, harm or cause loss to any person or which has the effect of deceiving, exploiting, harming or causing loss to any person.

8.3. If We cancel the Contract in accordance with clauses 8.2, 8.2.2 or 8.2.3 no refund of the Fee will be made.

8.4. If We cancel Your Domain Name registration in accordance with clauses 8.2 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 applicable Policy Document(s).

## 9. Data Protection

9.1. 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 enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject for the purposes of this Contract, including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (EU GDPR) 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 DPA 2018 and the UK GDPR respectively; and (b) any code of practice or guidance published by the ICO 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 UK GDPR (and Processed shall be construed accordingly); and

9.2. Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Contract, 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 Contract.

9.3. 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.

9.4. 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.

9.5. The parties acknowledge that nothing in this Contract 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.

## **10. Exclusions and limitation of liability**

10.1. Nothing in these Terms limits or excludes either Our or your liability for fraud or personal injury caused by negligence.

10.2. Neither You nor We will be liable to the other (whether under contract, tort or otherwise) for:

10.2.1. loss of profit, revenue, or other types of economic loss (whether direct or indirect);

10.2.2. loss of business or contracts; and

10.2.3. 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.

10.3. 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.

10.4. 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.

## **11. Changes to these Terms or the Policy Documents**

11.1. 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 applicable Policy Document(s). 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.

## 12. General

12.1. Notices under the Contract must be provided by email (subject to proof of error-free delivery) to [domains@jisc.ac.uk](mailto:domains@jisc.ac.uk) <sup>[11]</sup>

12.2. Grant of a Domain Name registration does not entitle You to any other service provided by Us.

12.3. 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 Contract with immediate effect by giving written notice to the first party.

12.4. The Contract sets 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.

12.5. 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.

12.6. 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 applicable Policy Document(s).

## Schedule – Gov.uk Additional Terms

The terms within this Schedule will apply to the Contract where You are a registrant, prospective registrant or former registrant of one or more gov.uk domains

1. Jisc will be unable to delete any domains which are locked by the gov.uk registry (Nominet) from deletion for whatever reason and You will be liable for fees arising from the renewal of those domains at the time of expiry, notwithstanding any cancellation request made by You.
2. You must implement any DNS updates required to ensure checks referred to in Nominet's .gov.uk Registry Checks Policy (set out at <https://registrars.nominet.uk/registry/dot-gov-uk/policies/> <sup>[41]</sup>) do not fail.

3. You hereby agree to indemnify, defend and hold harmless Nominet and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. This indemnity will survive the termination or expiration of this Contract.

4. You must comply with all available operational standards, policies, procedures and practices of Nominet (Nominet Policies). If there is a discrepancy between the terms required by the Nominet Policies and this Contract, the terms of the Nominet Policies will supersede those of this Contract.

5. You hereby agree that You:

5.1. consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Nominet and its designees and agents in a manner consistent with the purposes specified in Nominet's data protection and privacy policies as set out in Nominet's privacy notice at: <https://www.nominet.uk/privacy-notice/> [12];

5.2. submit to proceedings commenced under dispute resolution procedures, including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails;

5.3. provide accurate and correct information for any domain name registered in a Nominet operated registry (Domain), and immediately correct and update the information for the Domain during the registration term for the Domain;

5.4. acknowledge and agree that Nominet reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Nominet, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement between Nominet and Us or (5) to correct mistakes made by Nominet or Us in connection with a domain name registration. Nominet also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

5.5. acknowledge and agree that You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of one or more registry lock functions on any domain name and the suspension of the domain name.

6. We may cancel your registration of a Domain, and therefore this Contract, by giving You thirty calendar days' written notice in the event that Nominet terminates the agreement between Nominet and Jisc for the provision of registry services.

## terms-of-use

### 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.uk/guidance/additional-terms-for-govuk-agreements>
- [4] <https://registrars.nominet.uk/registry/dot-gov-uk/policies/>
- [5] <https://www.gov.scot/publications/govscot-domains/>
- [6] <https://gov.wales/register-and-manage-domains-llywycymru-and-govwales>
- [7] <https://llyw.cymru/cofrestru-rheoli-parthau-ar-llywycymru-govwales>
- [8] <https://www.jisc.ac.uk/website/privacy-notice>
- [9] <https://www.jisc.ac.uk/domain-registry>
- [10] <https://community.jisc.ac.uk/library/janet-services-documentation/payments-and-charges-0>
- [11] <mailto:domains@jisc.ac.uk>
- [12] <https://www.nominet.uk/privacy-notice/>