

# DUKL

## **Domain Name Registration/Renewal/Transfer Service Terms & Conditions**

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### **1. All Domain Registration/Incoming Transfer Orders**

- a. Customer domain registrations/incoming transfer orders are submitted to us by email. When registering a new domain, full contact details of the proposed registered owner (organisation or person) must be supplied. Failure to supply the full registration information required, may delay the order from being processed. As part of the domain registration/transfer order, the customer gives consent for the respective domain registry and its designees and agents to use, copy, distribute, publicize, modify, and other processing of the customers' contact details in a manner consistent with the purposes specified pursuant in providing the domain name and maintaining the respective domain registration Whois record.
- b. Customers should ensure that all domain registration order information submitted is spelt correctly and is up to date as any subsequent amendments may incur a charge in order to perform.
  1. Customers are responsible for ensuring that they have complied with the registration criteria and obtained all consents and authorisations necessary in respect of the registration or transfer of the domain name(s). By ordering a domain registration through Domains UK Ltd, the customer acknowledges that they have read and understood and agree to be bound by the respective Domain Registries' own terms and conditions for the domain extension ordered. Domain extension specific information including specific Terms and Conditions and Dispute Policy will be emailed to you.
- c. The customer also confirms and warrants that any Requested Domain is being registered or transferred into our control, to be used at no time whatsoever, for any unlawful purpose. If a domain registered through or held by Domains UK Ltd is subsequently identified as being unlawfully used, by a Law Enforcement Agency such as the Serious and Organised Crime Agency (SOCA), the Metropolitan Police Central e-crime Unit (PCeU) or the Police then the

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- domain will be subject to immediate suspension without warning either by Domains UK Ltd or by the respective Domain Registry upon that Agency's instruction.
- d. Domains UK Ltd T/A Gemfish IT reserve the right to refuse orders for any reason. Where we do refuse an order, we will notify the customer that the order will not be processed via telephone or email. If the order has been processed and the customer has paid our charges they will be placed as a credit on the customer's account.
  - e. We will endeavour to register the domains requested by a customer, subject to their availability but we will not be liable for any delay in registering any domains that have been requested. ALL registration and transfer orders are manually vetted and before the order is accepted and processed.
  - f. If we accept a domain registration/transfer order, the processing of your request will start immediately.

## 1.1 .uk Domain Registrations (excluding .gov.uk and .ac.uk – see section 1.2 below)

When a customer submits a request to register or renew any .uk (excluding .gov.uk & ac.uk) domain name with Domains UK Limited they will be entering into two contracts - one contract with Domains UK Limited and one contract with the .uk domain registry - Nominet UK.

Domain UK Limited will act as the customers' agent by submitting the customers domain registration application to Nominet, and as part of this application, the customer will automatically be entering into a direct contract between the customer and Nominet UK. This is a separate contract which may be found at <http://www.nominet.org.uk/nominet-terms>

Domains UK Limited must also make the customer aware that part of Nominet's terms and conditions includes the customers' consent to Nominet using the customers' personal data that has been submitted as part of the Domain Registration requirements. In particular, subject to Nominet's own Registration criteria, the customers' name and address may be published as part of Nominet's Whois look-up service.

## 2. Services

- a. We provide domain name registration services on an "as available" basis. Our acceptance of an application to register a domain name is not an acknowledgement by us that the domain name is available. The success or failure of domain name registration depends on many factors outside our control and we cannot therefore guarantee that an application will be successful. Any application to register a domain name is therefore subject to the successful registration of the domain name at the applicable domain name registry/registrar. A successful registration is shown by the domain name being displayed on the appropriate WHOIS directory of the registry/registrar as being registered to the customer.
- b. However, we will not be liable for any loss or damage arising or resulting from any inability to register the domain name or from us not accepting and processing an order and we will not be responsible for any costs incurred or other steps taken by a customer in anticipation of the registration or transfer of a domain name prior to receipt of official confirmation of such registration or transfer. Neither will we be liable to refund the registration fees if, for

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any reason after registration, a customer chooses to relinquish the domain name or if a customer subsequently cancels their order.

- c. Customers should note that any domain name registered through ourselves may subsequently be challenged and/or cancelled by parties other than ourselves if the registration is deemed by the official registry to be invalid under their terms (for example trademark infringement).
- d. Customers agree that Domains UK Limited will be registered as the default Administrative and Technical Contacts for all domain names registered by us or transferred to us. This will allow us to manage the domain name on the customers' behalf. Customers agree that Domains UK Limited may, at any time and without notice, change the domain name Registrar or other supplier with which/whom we manage the domain name(s) on the customers' behalf.

To do so may require us to perform a "Registrar Transfer". In which case, customers authorise us to act on their behalf in this regard and transfer the domain name(s) to our chosen supplier. Customers agree that any transfer authorisation emails will be dealt with by us as the authorised Administrative Contact for the domain name(s).

We will endeavour to perform such transfers in a transparent manner, with no service disruption or the loss of any domain management facilities previously available to customers.

Customers acknowledge that by us performing a Registrar Transfer, the domain name(s) will be blocked from transferring to any other domain name registrar for a period of 60 days from the date the transfer is completed as per the registry's restrictions.

### 3. Charges and Payment

Domains UK Limited require payment in 30 days for the registration, renewal and transfer of all domain names where charges apply.

Our charges for registration and renewal, which include third party disbursements (for example the registry/registrar's fees), can be obtained by contacting us on 0114 268 9910

The disbursements and our charges represent the initial costs for the registration of a domain name and customers acknowledge that continued use of a domain name may expose them to additional charges payable to the local domain name registry/registrar, for example on renewal. Customers are liable for any such charges. The charges and disbursements charged will remain fixed for the registration term of the domain (such as twelve (12) months or twenty four (24) months as applicable or notified to customers.

- a. Domains UK Limited charges for transferring an externally registered domain name to themselves or away from themselves are in accordance with section 8 of these Terms and Conditions.

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b. No refund will be given if:

1. termination takes place within the existing registration period of the domain name.
2. the domain name was renewed directly by the customer with the domain registry/registrar.

## **4. Cancellation**

Customers are entitled to cancel an order for a domain name subject to the following terms:

If we have started processing the order then (irrespective of whether or not the cancellation request is received within four (4) hours), it will be cancelled subject to the customer paying our full charges including the Local Administration Costs (if these have been incurred) and the cancellation fee referred to in the above clause.

Refund requests following cancellation must be emailed to [accounts@dukl.com](mailto:accounts@dukl.com).

If customers are not sure about their or their company/organisation's eligibility to register a specific domain extension then we request that they contact our sales dept in advance of placing an order 0114 268 9910

## **5. Domain name registry/registrar and indemnity**

All customers agree and acknowledge that registration and use of the domain name is subject to the acceptable use policies, rules and/or other terms and conditions of the registry/registrar. By submitting the order form to us, customers agree to be bound by any such policies, rules and/or additional terms and conditions and to fully and effectively indemnify us in respect of all losses, costs, expenses or liability suffered or incurred by us as a result of or arising out of any breach of these policies, rules and/or other terms and conditions. It is the customer's responsibility to familiarise themselves with the policies, rules and other terms and conditions of the registry/registrar.

## **6. Domain Renewal**

A domain name, once registered, will fall due for renewal at the expiration of the registration period specified.

We will attempt to notify customers of a domain's pending expiry up to 3 times in advance of the registration period applicable to their chosen domain names via email (30 days, 7 days and 1 day before expiry).

It is the customer's responsibility to keep their contact email address up to date with us to allow us to do this as well as monitor the renewal date of their domain name(s) and ensure that we receive

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payment by the date it is due. Failure to do so could result in the expiration and potential loss of a domain.

Should a customer wish to renew their domain name with ourselves then they must settle the invoice before the expiry date of the domain.

**NO DOMAIN SHALL BE RENEWED UNTIL PAYMENT HAS BEEN SUCCESSFULLY PROCESSED.**

Unless customers have formally notified us (in writing) that they do not wish us to send them email reminders of renewal dates, our sole obligation in relation to the renewal of domain names is to issue one reminder to the customer at their last notified email address about the renewal date of the relevant domain name. This obligation will lapse if the customer's registration of the domain name lapses or terminates for any reason. Domains UK Limited accepts no liability for the loss of registration of any Domain that has failed to be renewed nor any liability through the resulting loss of services (website/email) that are connected to that Domain.

We strongly advise customers to add a secondary email address (preferably with a third provider to their email primary address) to their online account to ensure that they receive these reminders.

a. **Late Domain Renewal and Applicable "Redemption" Fees**

The following applies for domains where the registration is held by ourselves, which have passed their expiry date.

**All domains ending in .uk (not including .ac.uk or .gov.uk)**

In the event of the domain expiring, all associated services such as website hosting and email which is using the domain as its "Primary" domain will cease to operate within 30 days.

.uk domains can be renewed up to 90 days after the domain expiry date at the same renewal price with no additional surcharge.

After 90 days following the expiry date, it is no longer possible for the existing Registrant to renew the domain as it will be removed from our IPStag and returned back to the Domain Registry who will then make it available for others to register on a first come basis.

In the event of the domain expiring, all associated services such as website hosting and email which is using the domain as its "Primary" domain will cease to operate within 17 days.

These domain types can be renewed for 17 days after the domain expiry date at the same renewal price with no additional surcharge. After 17 days have passed the domain will be suspended on the 17/18th day.

Any web requests for the domain will be redirected to the following web page <http://www.dukl.com> Registrants can still renew the domain during this period at the usual

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renewal rate but an additional redemption fee will also apply which is currently priced at £90. This is a fee which is set directly by the Domain Registry which is passed onto the Registrant. Should a domain be renewed during this period, the nameservers will revert back to their previous settings and will be operational again within 30 minutes of renewing.

After the 8 day period has passed, if the domain has still not renewed then the domain will go into full “**Redemption**” status at midnight on the 8th/9th day of the initial suspension and this period will last for a further 30 days. During this period, the domain can still be renewed by the Registrant at the usual rate but an additional higher redemption fee will also apply which is currently priced at £100. Again, this is a fee which is set directly by the Domain Registry which is passed onto the Registrant.

After the 30 day Redemption period has passed, the Registrant will no longer have the opportunity to renew and retain the domain. There will then be a period of 5 days where the domain goes into a “**Pending Delete**” status and is then then released by the Domain Registry and can be re-registered by anyone on a first come basis.

## 7. Domain WHOIS Information and updates

### 7.1 Domain Registrant Address Changes

It is the responsibility of the customer to ensure that all WHOIS address and contact information which is held for their domain(s) is kept up to date at all times. All WHOIS information can be viewed using the following whois checker: [www.whois.com](http://www.whois.com)

Should changes need to be made to the Registrant address or contact information then clients should email [accounts@dukl.com](mailto:accounts@dukl.com) confirming the domain(s) and the new address/contact details that should be set. The domain Registrant should sign the request or where the Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations' letterhead paper. This will be validated by ourselves by phone using the contact details held on the clients' account where the domain is held before the changes are made and confirmed by return. The changes will then show in the domains' WHOIS output within 3 working days of confirmation being given. Domains UK Limited will not charge to make these changes based on up to one change being made per domain per year. Any more than this would be charged at our standard hourly rate.

Should changes need to be made to the address or contact information then a change request can be submitted by signed fax or post on the organisations' letterhead paper. This will be validated by ourselves before the changes are made and confirmed by return fax. The changes will then show in the domains' WHOIS output within 24 hours of confirmation being given. Domains UK Limited will not charge to make these changes based on up to one change being made per domain per year. Any more than this would be charged at our standard hourly rate of £65 per hour.

### 7.2 Domain Registrant Name Change

The domain registrant is classed as the legal owner of the domain until that domain expires and comes up for re-registration. If the registrant name is to change i.e. the domain has been sold or the

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company/organisation has been taken over then the details on the domain name should be updated accordingly via the following processes. In order to instigate this change, we would require the existing Domain Registrant to submit a formal change request by fax or post confirming the domain(s), the new legal Registrant's name and the reason why the change is being requested. The domain Registrant should sign the request or where the Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations' letterhead paper. This will be validated by ourselves by phone using the contact details held on the clients' account. We shall then also require the new Registrant to also submit a formal request by fax or post confirming the domain(s) and that they agree to be the new legal owners whilst confirming their full address and contact details (telephone/email). The new domain Registrant should sign the request or where the new Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations' letterhead paper.

This will be validated by ourselves by phone using the contact details that have been specified. The fee for making the change will be £10 and the existing and new registrant will need to decide who pays this. Once decided an invoice will be raised and once paid and both requests have been received and validated then the changes will be applied within 3 working days and confirmation sent to both parties.

## Other Domains (.com .net .org etc)

Changing the Legal Registrant on most other domain types can be performed by Domains UK Limited. In order to instigate this change, we would require the existing registrant to submit a formal change request by fax or post confirming the domain(s), the new legal Registrant's name and the reason why the change is being requested. The domain Registrant should sign the request or where the Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations' letterhead paper. This will be validated by ourselves by phone using the contact details held on the clients' account. We shall then also require the new Registrant to also submit a formal request by fax or post confirming the domain(s) and that they agree to be the new legal owners whilst confirming their full address and contact details (telephone/email). The new domain Registrant should sign the request or where the new Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations' letterhead paper.

This will be validated by ourselves by phone using the contact details that have been specified. There is currently no fee to make this change, providing the respective domain registry makes no charge to ourselves – this will be confirmed when the request is received. Once both requests have been received and validated then the changes will be applied within 3 working days and confirmation sent to both parties.

## *7.3 .uk domain WHOIS data Validation*

All .uk domains (apart from .gov.uk and .ac.uk) will have their Registrant name and address data periodically checked and validated directly by the domain registry Nominet under their "Data Quality Policy" against their own verification systems. Where WHOIS data is found to be inaccurate OR incomplete, Nominet will contact Domains UK Limited as the domain Registrar to confirm where the issue is, along with the affected domain(s) and as an Accredited Domain Registrar it is then our responsibility to ensure that the issue is resolved by liaising directly with the domain Registrant.

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When we are notified of such an issue by Nominet we will try to contact the Registrant via the following methods:-

Email (using main contact email address on clients' account)  
Raise a support ticket on clients' online account  
Phone (using registered contact number on clients' account)  
Letter (sent to main registered address held on clients' account)

Where the issue relates to an **address verification** query then we shall require the existing Registrant to provide corrected data which we shall validate against our own verification systems. If we are unable to do this then we would require documentary evidence from the Registrant that the address data is correct by requesting proof of address through providing a copy of a utility bill, credit card/bank statement, invoice, passport, driving licence or similar document. Once we have verified the information that has been sent, we shall make the required changes within 3 working days and then inform Nominet.

Where the issue relates to a **registrant name/type verification** query then we shall require the existing Registrant to send through a signed request or where the Registrant is an organisation then should be signed by an Officer or Director of the organisation on the organisations letterhead paper confirming on the correct Registrant details that should be set and supplying documentary evidence that the amended Registrant name is correct i.e. proof of payment for the original domain registration/renewal or proof that the domain is used by the person/organisation via an associated website that uses the domain.

Once we have verified the information that has been sent, we shall make the required changes within 3 working days and then inform Nominet.

**If we are unable to make contact with a Registrant by any of the above contact methods within 30 days of the first request being sent OR we are unable to verify the data that has been returned to us by the Registrant as per above requirements then under Nominet's Data Quality Policy, we will suspend the domain name(s) which will mean any associated website/email will no longer function, until such time that we have received a response and can successfully verify the data that has been sent. Any domain names that are in suspension cannot be renewed.**

## **8. Domain WHOIS Privacy Service**

The following chargeable service is ONLY available on the following domain names:-

**.com .net .org .biz .info .cc .tv .mobi .me**

By requesting the Whois Privacy service ("service") offered by Domains UK Limited and their domain registrar for any of the above domain types, the customer ("registrant") agrees to the following terms and conditions:-

The WHOIS Privacy service is intended for protecting the registrant for legitimate purposes only. Domains UK Ltd and their domain Registrar reserve the right to suspend or disable this service at their own discretion without liability to the registrant.

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In cases of an Uniform Dispute Resolution Policy (UDRP) procedure or a "cease and desist" addressed to the registrant, Domains UK Ltd and their domain Registrar reserve the right to fully disclose the hidden registrant details that are held on the domain name where the WHOIS Privacy service has been set.

Postal messages addressed to the registered name holder but sent to the WHOIS Privacy address will not be forwarded.

The service charge will be billed on an annual basis for all domain names using this service as detailed at the end of these terms.

The service is offered as an optional and supplemental service for registrations of domain names and is only available for new domains that are registered through and domain names already registered with Domains UK Ltd. The registrant may designate any domain name contained in their account (subject to the availability of the service on the domain extension type as confirmed above).

The registrant may elect to disable the service at any time to replace the whois data with their own data.

The registrant shall retain full control and ownership over and remain the legally responsible owner of the domain name. The registrant maintains full liability for the registration and use of the domain name and agrees to release, defend, indemnify and hold Domains UK Ltd, subsidiaries, affiliates, agents, directors, officers and employees, along with its Domain Registrar from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the domain registration itself, the privacy services provided and/or the registrants' use of their domain name registration.

As per [Section 7](#) of our Domain Registration terms, the registrant agrees to provide and maintain true, accurate and up-to-date registration information for the domain name owner, including their name, postal address, email address and phone number. The Registrant warrants the accuracy of this information. In case of the use of inaccurate, fake or outdated information, Domains UK Ltd or its domain Registrar is entitled to take all necessary actions to avoid legal or financial liability in the Registrants' stead, including, but not limited to the deletion of the domain name or the deactivation of the service.

For third parties wishing to report abuse of the WHOIS Privacy Service or infringement of trademarks or other rights then please email [accounts@dukl.com](mailto:accounts@dukl.com)

The price of the service is calculated on a per domain basis and is subject to an annual cost (currently set at £2.50).

## **9. Domain Transfers (To and From)**

*9.1a - Transferring away* - There are no fees at present to transfer a domain away from us provided the correct information is supplied and all the terms within the Payment Policies section (see [General Terms](#)) are also satisfied and also that we are able to validate the source of the request (see section 8.1b below).

We will complete the request exactly as instructed so if you are unsure please ask the new company for full instructions as the exact process can vary slightly between registrars and domain extensions.

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When transferring to us we give you full and accurate details of exactly what is needed and when you need to do it so when transferring away this is information you need to get from the receiving company. We will attempt to transfer the domain three times after which a fee of £25 is chargeable to cover up to three additional attempts.

To ensure all requests are authorised they should be signed by the domain owner or a director (if a limited company) and faxed or posted to the address/facsimile number displayed on our Contact page. If you supply a return fax number or stamped addressed envelope we will send confirmation when your instructions have been completed.

The request must include the domain name(s) and the relevant information to effect the transfer (it is slightly different for some domain extensions) however the exact process and order can vary between providers so this information can only be supplied by the new provider. NB: If your new providers transfer process involves agreeing to the new terms of business then obviously this confirmation cannot be made by the current provider (ourselves).

The reason we ask for written confirmation is not only to protect us but also to help prevent a fraudulent application attempting to take control of your domain.

**9.1b Validation** - We will also need to perform a quick additional check to ensure any request is genuine (i.e. it is being made by the domain owner/account holder). This is performed by phone by the Validations team who will make contact using the existing/known contact details (details which have been in the account for at least one month prior to the request). The Validations team will try up to three times (they will try this on three different days and also at different times there is currently no additional charge for the validation process however if the Validations team are still unable to validate the source this way because the account holder has not kept their details up to date then subject to a fee of £7.99 to help cover the additional time involved they can then offer to perform one of the following as an alternative.

i) Write to the whois details or if a company the registered office address with a pass code which can then be sent to us with the request. A fee of £7.99 will chargeable for this process to help cover the additional time involved.

ii) The person requesting the change can raise a new request which includes supporting evidence to help establish that the party making the request is the domain owner. For example original copies of two utility bills or other id - this will be discussed and mutually agreed as we will phone the person making the request via the details they have provided to mutually agree what is suitable to establish that they are the domain owner. A fee of £12 will chargeable for this process to help cover the additional time involved.

**9.1c Lead-Time** - Transfers are completed within a maximum of seven working days of receipt subject to successful validation of a request.

**8.2 - Transferring to us** - Just let us know the domain(s) and we will advise you of the procedures that apply to your domain(s). Where necessary we will supply you with a simple form to complete with all the correct information that you can send to your existing hosting company. If we send the necessary information three times without success we will give you the option to either stop the

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process without any cost to you or pay a fee of £25 to cover three additional attempts (You should then try and reclaim this from your existing company).

## **10. Indemnity**

All customers will indemnify us against all costs, claims, damages and losses incurred by us as a result of:

- a) any claims that any of the domain names infringe the intellectual property rights of any third party;
- b) any errors in any information provided by customers in relation to any domain name transfers or registrations; and
- c) any act or omission by us in reliance on any information provided by customers.

## **11. Disputes**

If we become aware of any dispute with any other person or business or organisation regarding any domain names registered through ourselves, we may, at our sole discretion, and without notice or liability to you, cease any further use or service of such domain names including, without limitation, deleting or suspending them from our computer systems, and/or making appropriate representations or providing information to any relevant authority or interested party.

## **12. Interpretation**

If there is any conflict between our terms and conditions and the terms and conditions of the registry/registrar the terms and conditions of the registry/registrar will take precedence.

## **13. Domain name specific Terms & Conditions and related Dispute Resolution Policy**

Certain domain names may be subject to additional terms and conditions as laid down by the respective domain registrars/registries.