

# 2025 CONSULTATION FEEDBACK SUMMARY

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## Executive Summary

In August 2025, Nominet initiated a consultation to gather stakeholder feedback on proposed revisions to several .UK policies and agreements. The updates focused on streamlining, modernising and modularising Nominet's .UK policies and agreements, ensuring compatibility with the changes previously consulted on in the January 2024 consultation - [Modernisation, standardisation, and legacy service retirement](#).

The updates include a small number of substantive changes:

- Introduction of a new Registry-Registrar Base Agreement - containing common clauses applicable across all of Nominet's registries, including .UK and wider.
- New DNS abuse clauses aligned with those negotiated in the ICANN community.
- A proposal requiring registrars to be Nominet members with an exception for .sch.uk portfolio holders (typically local education authorities managing domains for schools only)
- A new policy to support the proposed publication of the .UK Transaction report.

The consultation closed in November 2025.

Nominet received a total of 32 feedback responses: 26 responses submitted via the online form and an additional 6 responses shared directly with Nominet staff. The .UK Registry Advisory Council (UKRAC) also submitted a collective response, which has been incorporated into this summary.

## Stakeholder Engagement

Nominet proactively engaged with .UK Stakeholders in the lead up and throughout the consultation. Nominet engaged stakeholders to raise awareness of the proposed revisions and to encourage them to respond to the consultation.

Nominet's Account Management team reached out to 133 registrars and had direct discussions with 47.

A summary of the main engagement activities undertaken is provided in the table below.

<b>Activity</b>	<b>Date</b>
Consultation announcement and Testbed1 release email	13 <sup>th</sup> August 2025
Registrar Resources updated with draft policies & agreements	13 <sup>th</sup> August 2025
Nominet corporate website updated with latest consultation details	13 <sup>th</sup> August 2025
Members Conference – Policy update	17 <sup>th</sup> September 2025

Consultation reminder & drop-in calls advertised email	7 <sup>th</sup> October 2025
Nominet Community – consultation reminder	7 <sup>th</sup> October 2025
Consultation reminder and drop-in call reminder email	15 <sup>th</sup> October 2025
Drop-in call (morning slot)	16 <sup>th</sup> October 2025
Drop-in call (afternoon slot)	16 <sup>th</sup> October 2025
Nominet Community post – consultation reminder	23 <sup>rd</sup> October 2025
ICANN84 – in-person outreach	25 <sup>th</sup> October 2025
Consultation reminder email	5 <sup>th</sup> November 2025
LinkedIn post – reminder of consultation	5 <sup>th</sup> November 2025
Consultation closed email	13 <sup>th</sup> November 2025

### **About This Summary**

This presents the quantitative results of the survey and provides a snapshot of the themes gathered from the additional comments provided. It was not feasible to include every comment due to the broad range of views reflective of the different business models and personal experience of respondents. Nominet has endeavoured to represent the key issues raised, both in support of and expressing concern where they have been provided. Where feedback has not resulted in policy updates, these themes and areas of high impact will be reviewed to initiate the process of policy development targeting specific areas before wider stakeholder consultation.

### **Commitment to Future Consultations**

Feedback was submitted on several questions concerning the continuation of future policy consultation. This follows the removal of a clause in the .UK Registry-Registrar Agreement (.UK RRA) that previously referenced consultation. It was not and is not Nominet's intention to stop consultation as this is a core part of Nominet's Articles of Association, clause 43.

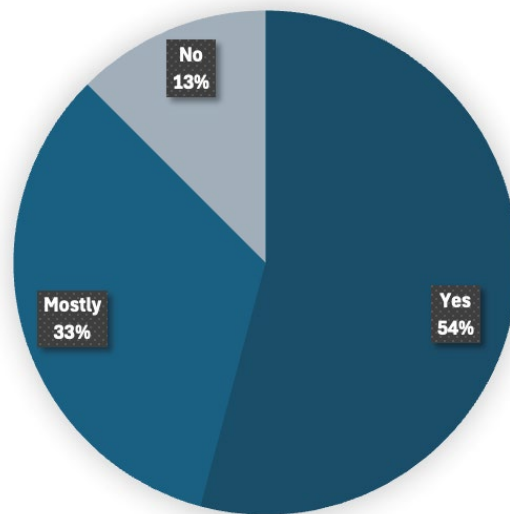
The original clause was relocated to the Registry-Registrar Base Agreement (RRBA) and edited because consultation requirements do not apply universally across all registries utilising the RRBA. To address the expressed concerns, a new clause (8.2) has been incorporated into the .UK RRA to formalise Nominet's commitment to continue to consult

on policy changes.

## **.UK Registry-Registrar Agreement & Registry-Registrar Base Agreement**

The following section is in relation to the consultation question asked regarding the .UK Registry-Registrar Agreement (.UK RRA) & Registry-Registrar Base Agreement (RRBA).

### **Do you agree the updates to the .UK RAA and RRBA make it compatible with policies consulted on in the Registry Modernisation Consultation?**



The majority of respondents indicated that they agree or mostly agree that the updates to the .UK RAA and RRBA were compatible with the policies consulted on in the January 2024 Registry Modernisation Consultation, with 54% answering “Yes”, 33% answering “Mostly” and a smaller proportion of 13% responding “No”.

While a broad range of comments were submitted, only one major theme emerged: the continuation of consultation. This concern has been addressed earlier in this summary and further solidified with the addition of clause 8.2 to the .UK RRA.

Variations - The RRBA, under clause 10.6, outlines how variations to the RRA will be made. This original clause within the draft did not specify how much notice Nominet would provide when changes are made. It has been updated to align with the current .UK RRA, formally specifying that a minimum 30 days’ written notice shall be provided.

Effective date - Feedback was submitted regarding the wording of clause 1.4. A respondent suggested improving the language if existing registrars are not required to re-apply. Nominet clarifies that the current wording specifically addresses new registrars signing the .UK RRA.

Existing registrars will not be asked to sign a new .UK RRA: rather, their existing RRA will be changed in accordance with the existing contract variation clause in the RRBA. A minimum of 30 days' written notice will be provided to all registrars before the new policies and agreements take effect.

Emergency contact information - A respondent provided feedback on clause 3.2 of the RRBA (emergency contact information), requesting clarity on the contact method, response times and whether it must be public or for Nominet use only.

The emergency contact must be reachable by the registrant in critical situations. Given the diverse range of business models and offerings, Nominet believes it is appropriate for each individual registrar to determine how it meets this clause and communicate that process to its registrants.

Key Terms – A respondent submitted feedback on clause 3.9 of the .UK RRA, suggesting that the obligation to "highlight the Key Terms" within the Domain Registration Agreement lacks definition and clarity.

To clarify, a definition of what is required in the "Key Terms" is already specified within the 'Definition and interpretation' section of the .UK RRA (clause 2.2).

Renewal and Expiration Reminders – A respondent submitted feedback to suggest that the sending of renewal and expiration reminders should be sent solely by registrars. The respondent suggested that communication from both the registry and registrar creates confusion and distrust among registrants.

This matter was previously addressed in the [January 2024 consultation](#). The qualitative feedback from that consultation indicated a greater concern for protecting registrants' rights across the entire .UK registrar eco-system, leading to the conclusion that retaining three notification types was necessary.

Registrant awareness - A respondent submitted feedback that the requirement to make registrants aware of and approve the Registration Agreement "before renewal" is impractical (clause 3.8 of the .UK RRA).

This clause does not mandate that the registrant must approve the "Registration Agreement" explicitly at the time of renewal – it is possible to achieve awareness through notifying the registrant of a change during the term of the registration and have appropriate acceptance conditions. It states that the "Registrar must make Registrants aware of the .UK Registrant Terms and Conditions and the Registry Policies before the Registration Agreement is made and before renewal of a Domain."

Registrar Requirements - Schedule 1, clause 2.2.3 of the .UK RRA received feedback concerning the requirement that an email address be the sole option for electronic communication.

Following this feedback, the clause has been expanded to encompass a broader range of electronic communication methods, moving beyond the limitation of only an email address.

Renewal Consent – A respondent submitted feedback that the requirement for explicit consent prior to renewal (clause 4.1.6 of the .UK RAA) conflicts with the standard subscription-based model used by most registrars, where domain and hosting services are automatically renewed unless the customer cancels.

This is a common requirement across the industry, in .UK today and in the ICANN Registrar Accreditation Agreement for gTLDs; the requirement does not prevent explicit consent for auto-renewal being given to the registrar as the agent of the registrant and offering a standard subscription-based model.

Registrant authorisation – A respondent asked for clarification on clause 3.8 and 3.9 of the .UK RRA. The respondent requested clarification that a registrar can rely on a Transfer Authorisation Code (TAC) as evidence of registrant authorisation to transfer the domain.

Provided that a registrar obtains agreement to the appropriate terms and conditions required of them for management of the domain, then being provided with a valid Transfer Authorisation Code for the domain is sufficient authority for a registrar to submit the inter-registrar transfer request. The same respondent also asked for clarification on the overwriting/re-entering of registrant data after the inter-registrar transfer is completed. Registrant data transfers with the domain so it is not required to be re-entered for the purposes of the transfer. It does however become the registrar's responsibility if the data is not accurate or correct, in which case it should be updated as per the terms of the agreements and registry policies.

## **UKRAC**

The UKRAC answered “No” to this question and provided the below comments:

### **UKRAC Response**

Some of the updates go significantly beyond what was consulted on and introduce fundamental changes not previously disclosed:

#### **UNILATERAL VARIATION POWER (RRBA 10.6) - NOT CONSULTED ON**

"Nominet may vary the RRA at any time by giving written notice of the variation to Registrar, provided that Registrar may terminate the RRA by giving written notice to Nominet within 30 days of Nominet's notice of variation. If Nominet does not receive notice of termination from Registrar, Registrar shall be deemed to have agreed to the variation."

#### **EXISTING AGREEMENT (Clause 11.4):**

"We may make reasonable changes to the terms of this Contract from time to time after consultation with our stakeholders"

#### **Critical Changes:**

- Removes "after consultation with our stakeholders" requirement entirely

- Creates "silence = acceptance" mechanism
- Only remedy is termination (forcing registrar to abandon all .UK domains)
- Deemed acceptance contradicts fundamental contract law principles

This is arguably the single most significant change affecting registrar rights. It fundamentally shifts the power balance from a collaborative relationship to complete registry control. Registrars cannot practically terminate due to customer obligations, making this a forced adhesion contract.

Not Part of Registry Modernisation Consultation:

The 2024 consultation made no mention of removing consultation requirements or introducing unilateral variation powers. This represents a material change to the nature of the registry-registrar relationship that was not consulted on.

UKRAC believe that the original wording requiring mandatory consultation about .UK RRA changes should be retained. We also propose that any proposed .UK RRA changes should be more of a negotiation rather than merely a requirement to consult. A negotiation mechanism could require the approval of a quorum of registrars before changes could be made to the .UK RRA, as per ICANN's RRA. We suggest a longer period of at least 90-120 days together with gated controls to ensure that .UK RRA changes are given ample time for discussion.

### **Nominet response to UKRAC**

It was and is not Nominet's intention to stop consultation as this is required as part of [Nominet's Articles of Association](#), clause 43. To address the concerns, a new clause 8.2 has been added to the .UK RRA to reflect our commitment to continue to consult on policy changes.

There is no change in the method or process for making changes proposed under the agreement or policy from that in place today: registrars' obligations have always been subject to this contractual change methodology since Nominet's formation. If registrars do not have the means to vary their contracts in accordance with this method, Nominet recommends the registrar re-visits their contractual position with the registrant.

The .UK registrar channel represents a diverse range of competing interests. We are committed to ensuring all stakeholder voices are heard, but we are concerned that a gated negotiation mechanism — especially one requiring a single-group quorum — could cause procedural gridlock. Our goal is to achieve balance thorough deliberation and operational efficiency by addressing quantitative objections fairly and in the public interest.

### **UKRAC Response**

Data retention – 15 months for Transfer Authorisation Requests and 2 years for DNS abuse reports. UKRAC seeks explanation from Nominet about why these specific time periods have been chosen and believe that registrars need to be provided with further guidance about how should retain such data. Registrars that make use of Web Domain Manager may not currently take data retention into consideration and may currently be deleting emails that Nominet automatically send as part of the existing push transfer mechanism.

UKRAC are not aware of whether Nominet are proposing that the forthcoming final release of the web interface of Project Dragon will provide registrars with any logs relating to historic transactions. Could registrars use this to store details for compliance?

### **Nominet response to UKRAC**

Nominet has chosen the data retention periods (15 months for Transfer Authorisation Requests and 2 years for DNS abuse reports) as they are consistent with those determined through extensive multi-stakeholder consultation within the ICANN community and Nominet believes they are appropriate durations to support any potential compliance activity. Registrars cannot rely upon Nominet's registry platform for the history data as it will not have access to the data that is required to be retained, namely:

- 5.5.1. Timestamp of Transfer Authorisation Code being sent.
- 5.5.2. Communication method of the Transfer Authorisation Code.
- 5.5.3. Who the Transfer Authorisation Code was provided to.

Clause 5.5.1 of the .UK Inter-registrar Transfer Policy contained a spelling mistake which has now been corrected. The original clause contained the word 'set' which should have been 'sent'.

### **UKRAC Response**

UKRAC is concerned about the expansion of indemnity clause:

DRAFT RRBA 7.1: "Registrar shall, at its own expense and within thirty (30) days of Nominet's presentation of a demand under this clause 7.1, indemnify Nominet against any claim, suit, action or other proceeding brought against Nominet based on or arising from any claim or alleged claim relating to: 7.1.1. the Registrar Services or any of Registrar's other products or services; 7.1.2. any of Registrar's policies or agreements with any Registrant or registrar; or 7.1.3. relating to Registrar's Domain registration business, including, but not limited to, Registrar's advertising, Domain application process, systems and other processes, fees charged, billing practices and customer service"

"including, but not limited to" creates open-ended liability and appears to cover any of Registrar's other products or services, not just .UK domain names.

Why is this additional indemnity suddenly being asked for when it wasn't required previously? We are concerned that this unlimited indemnity may be impossible for registrars to insure themselves against. There is some concern that registrars may be being asked to indemnify Nominet against actions that Nominet themselves may have requested, particularly in relation to the suspension of services of a registrant customer. We feel this needs further consultation.

### **Nominet response to UKRAC**

As Nominet modernises and standardises its agreements and policies, the indemnity clause has been introduced to bring .UK in line with both industry norms and to standardise with our other registrar agreements including those we already have in place for .wales & .cymru.

The indemnity clause is scoped to the relevant top-level domain as per the RRA. So, in this instance it is scoped to claims/action made against Nominet in relation to .UK.

This is not an unlimited indemnity: it only comes into effect if a third party brings a claim/action against Nominet based on the Registrar's activities as listed in the subclauses. Liability under this indemnity is capped as per clause 7.4 of the RRBA - The aggregate liability of each Party under the RRA shall not exceed the lesser of: (i) the amount of Fees paid in the 12 months preceding the event that gave rise to the liability; or (ii) GBP10,000 (ten thousand pounds sterling). The current .UK RRA has no limitations or exclusions of liability for registrars – only for Nominet.

Nominet understands the concerns raised regarding registrars being required to indemnify Nominet against actions that we may have requested. While we would not expect a registrar to need to do this, clause 7.1 of the RRBA has been revised to make this is clear.

### **Consultation outcome:**

The .UK RRA has been updated:

- Clause 6.3 has been updated to specify that Nominet will notify the registrar in writing, so it is consistent throughout the agreements.
- A new clause (8.2) has been included to formalise Nominet's ongoing commitment to policy consultation.
- Clause 2.2.3 of Schedule 1 has been expanded to cater for a broader range of electronic communication methods, moving beyond a limitation of just an email address.

The RRBA has been updated:

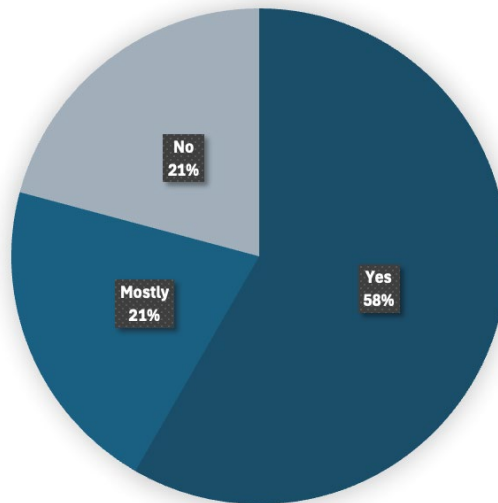
- Clause 10.6 now explicitly documents that Nominet will provide at least 30 days' written notice of variation.
- Clause 7.1 has been updated to make it clear that a registrar would not be required to indemnify Nominet because of actions taken by the registrar to

comply with the RRA or any instruction given, or enforcement action taken, by Nominet pursuant to the RRA.

- Clauses 3.2 and 7.1.3 have had small inconsequential updates fixing formatting.

A redline version of the updated documents can be found in the [Appendix](#).

**Do you agree that all .UK registrars should be members of Nominet with the exception documented in the .UK Schools Domain Name Policy?**



Most respondents indicated that they agree with the statement that registrars should be members of Nominet with the limited exception documented in the .UK Schools Domain Name Policy, with 58% answering “Yes”, 21% answering “Mostly” and 21% responding “No”.

Feedback regarding the proposal was varied. One respondent suggested that the current membership model is no longer fit for purpose, while another expressed concern that registrars would need to abide by additional membership terms.

.sch.uk exception – Some feedback submitted suggested that there should not be an exception as documented in the .UK Schools Domain Name Policy, based on the premise that ample Nominet members and registrars could manage .sch.uk domains.

Nominet believes that the exception is a proportionate response as the history and operation of .sch.uk has differed from other suffixes and there remains a legitimate case to operate independently from the membership for this limited exception.

Nominet – Nominet may, as it does today, continue to internally operate registrars to support scenarios such as a registrar becoming de-accredited.

**UKRAC**

The UKRAC answered “Yes” to this question.

### UKRAC Response

Yes, but consider this with caution. UKRAC understand requiring all UK registrars to also become Nominet members will likely streamline and simplify the implementation of technical systems by Nominet, just as removing the differentiation of registrar types may also do.

However, UKRAC strongly believes that Nominet members should always be free to opt in or out of participating in Nominet governance. We acknowledge that some members freely admit they are Nominet members solely to receive pricing discounts.

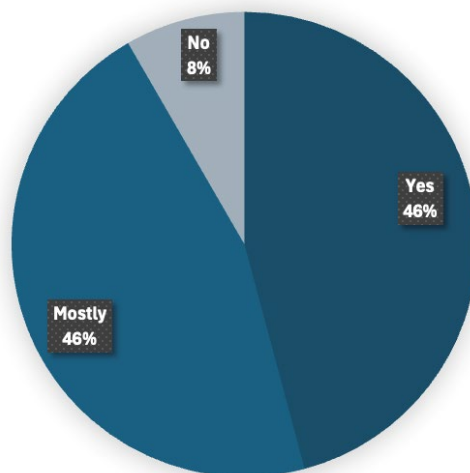
### Nominet response to UKRAC

The introduction of the requirement for all registrars to be members does not mandate participation in Nominet governance. However, Nominet encourages all members to engage with Nominet and contribute to shaping the .UK domain space through policy development where they can do so.

### Consultation outcome:

Based on a balanced view of all written feedback and survey responses, Nominet considers it appropriate to continue with the proposal. This proposal mandates that all .UK registrars be members with the limited exception documented as consulted on.

**Do you agree that the addition of DNS abuse clauses aligned with those negotiated by registries and registrars in the ICANN community are appropriate and can help a common minimal standard in addressing abuse?**



Responses indicate overall support for adding DNS abuse clauses aligned with those negotiated by registries and registrars within the ICANN community, with 46% answering

“Yes” and another 46% answering “Mostly” suggesting broad consensus that such clauses are appropriate and helpful in establishing a common minimal standard for addressing abuse.

Smaller registrars - Respondents who submitted comments raised concerns around clause 3.8.3 of the RRBA. The concerns raised were regarding the interpretation of the clause and the ability for smaller registrars to meet the requirement.

The clause mandates that the registrar establish and maintain a dedicated DNS abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of illegal activity.

The submission of reports of illegal activity is restricted to law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the registrar is established or maintains a physical office.

Only well-founded reports of illegal activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by the registrar to take necessary and appropriate actions in response to the report. This is not mandating that action must be taken within 24 hours but that it should be reviewed within 24 hours, nor does it require the contact details to be publicly available to third parties that are not law enforcement or Nominet. This could be managed with a special mailbox and phone number that goes through to an on-call person which could even go to voicemail that is monitored or a company director as suggested by a respondent.

Given the restriction on who can submit reports of illegal activity under this clause and experience in the gTLD market, Nominet does not anticipate this to be a disproportionate burden to registrars.

Confirmation of reports – A respondent provided feedback on clause 3.8.1 of the RRBA and the requirement "Upon receipt of such Reports, Registrar shall provide the reporter with confirmation that it has received the Report." The respondent suggested the requirement should “explicitly allow for automated acknowledgements.”

This is one valid approach which a registrar could take to meet this requirement; however, it is up to the registrar to determine the best way to operationally implement the requirement.

Additional feedback – We intend to further consider the feedback below for potential future policy development iterations specifically focused on DNS abuse:

- DNS abuse requirements should be in a specific DNS abuse policy.
- There should be an additional requirement to mandate that registrars have and publish a right to review process to provide registrants with the ability to dispute the findings of a report of illegal activity.

**UKRAC**

The UKRAC answered “mostly” to this question.

### **UKRAC Response**

UKRAC support DNS abuse prevention as a policy goal and generally support alignment with ICANN standards. However, the implementation has significant issues that need addressing.

What We Support:

- Principle of DNS Abuse Prevention
  - Malware, phishing, botnets, and pharming should be addressed
  - Industry coordination is beneficial
  - Common definitions help consistent enforcement
- Alignment with ICANN Standards
  - Having similar definitions across TLDs makes sense
  - Avoids conflicting requirements for registrars operating multiple TLDs
  - Facilitates cross-TLD abuse cooperation
- Clear Obligations
  - Having documented procedures is good practice
  - Record-keeping supports accountability
  - Defined response processes help consistency

What We Have Concerns About:

24/7 Monitoring Requirement is Disproportionate

RRBA 3.8.3 requires: "establish and maintain a dedicated DNS Abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week"

This requirement appears to disproportionately impact smaller registrars. Not all abuse is equal. Some reports are not emergencies requiring a 24/7 response. Does a dedicated telephone number need to be answered by a live person? Would email only not be sufficient for some registrars? Could Nominet provide central abuse reporting with initial triage by Nominet? Nominet's definition of \*monitored\* is unclear and could be onerous. Further consultation required.

### **Nominet response to UKRAC**

Nominet welcomes the support from UKRAC in relation to our policy goals.

Registrars maintain a key and privileged role in having direct access to create and manage domains within the UK's national infrastructure. While most registrars take their role in combatting abuse very seriously, Nominet has concerns that any centralisation of

the process would centralise cost and thus have all registrars subsidise those registrars most prone to abuse.

As outlined above, we believe the clause is tightly scoped to who can submit a report and all reports must be well-founded. Not all reports are emergencies which is why the clause requires well-founded reports of illegal activity submitted to be reviewed within 24 hours to determine if this is an emergency.

However, Nominet recognise that this is both new and poses different questions; Nominet intends to work with registrars on helping them understand options available to meet these requirements.

### **Consultation outcome:**

We note the consensus regarding the clauses and intend to both retain the consulted-upon clauses and collaborate with registrars during implementation.

### **Do you have any additional feedback on the .UK RRA and RRBA that you would like us to consider in future revisions?**

Notable feedback received for future policy consideration includes:

- The further splitting out of some policies from the main contract would make keeping it up to date easier.
- The removal of clause 2.10 from Schedule 1 of the .UK RRA to align the management of .UK domains with current gTLD practices, enabling a registrar to administer the complete lifecycle of .UK domains in a manner consistent with other gTLDs.
- Under clause 3.10.6 of the RRBA the time in which the registrar must notify Nominet when they become aware that its credentials have been compromised should be increased (from the current 4 hours).
- Wording and clarification updates to schedule 2 - Sanctions of the .UK RRA.
- A query if Nominet would offer a Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) service as offered by gTLDs.

### **Nominet's response**

A change to clause 2.10 of Schedule 1 would be a significant change of policy that we anticipate may evoke diverse responses from within the .UK internet community. We will look to open this discussion in future policy reviews to determine whether it should be changed; but for now, we do not plan to make any change.

Security is critical to the safe operation of .UK and the country's critical national infrastructure. The compromise of credentials at the registry level could have wide ranging

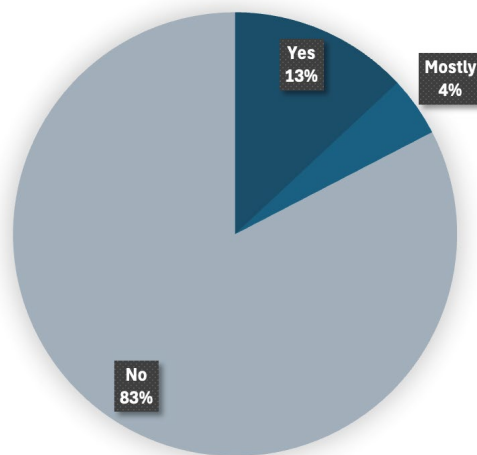
impact affecting the nation depending on which domains they gain access to and on that basis, we plan to retain the requirement at within 4-hours.

BTAPPA is necessitated in gTLDs due to the requirement for an annual increment at the point of transfer between registrars. The ability to streamline bulk transfers is not currently limited by policy in .UK and Nominet already supports .UK registrars in specific circumstances.

## **.UK Reseller Policy**

The following section is in relation to the consultation question asked regarding the .UK Reseller Policy.

### **Have you identified any issues with the existing policy in real-world usage that need to be addressed now?**



Most respondents indicated that they have not identified any issues with the existing policy in real-world usage, with 83% answering “No”. A smaller proportion reported concerns, with 13% responding “Yes”.

### **UKRAC**

The UKRAC answered “No” to this question.

#### **Consultation outcome:**

Most respondents did not identify any issues with the existing policy that requires immediate attention. As there were no underlying themes or issues in the responses, Nominet intends to implement the .UK Reseller Policy exactly as it was consulted on.

### **Do you have any feedback on the .UK Reseller Policy that you would like us to consider in future revisions of the policy?**

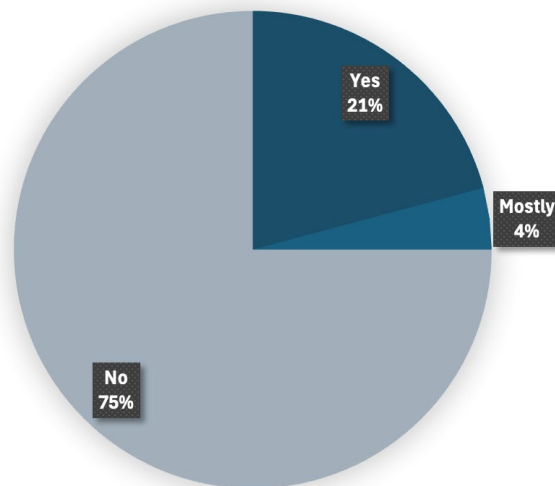
Notable feedback received for future policy consideration includes:

- The .UK Reseller Policy could be removed, and the appropriate clauses be contained within the .UK RRA.

## **.UK Proxy Policy**

The following section is in relation to the consultation question asked regarding the .UK Proxy Policy.

### **Have you identified any issues with the existing policy in real-world usage that need to be addressed now?**



Most respondents indicated that they have not identified any issues with the existing policy in real world usage, with 75% answering “No”, 4% answering “Mostly” and 21% responding “Yes”.

The .UK Proxy Policy remained largely unchanged throughout this consultation with only two notable changes. The proxy schedule was removed from the .UK RRA and into a specific policy and the restriction that only accredited channel partners could apply to use the proxy service was removed.

Out of the respondents that responded “Yes” to the question, the feedback included:

- A suggestion that a Registrar should have to provide the underlying contact data to Nominet on request without Nominet providing a reason.
- An observation that the data Nominet asks registrars offering proxy services to provide is not requested frequently and that there is no automated way to deliver this information.
- A suggestion that the registrant should always be recorded with Nominet, and the three-way contract be retained.
- A respondent stating that their organisation is against the use of privacy and proxy services.

Given the minimal changes to the policy during the current consultation, and the feedback focusing on existing unchanged clauses, these comments would be most effectively addressed within a separate, dedicated policy development cycle.

EPP - Within the draft .UK Proxy Policy, clause 3.1 mandated that registrars wishing to provide a proxy service inform Nominet of the proxy name and contact information it will be using via [EPP organisation mapping](#) and [EPP organisation Extensions](#) linked to each proxy service-controlled object.

This clause has been removed from the draft after a review of feedback and the potential outcome of a future Know Your Customer Policy that considers modern legislative developments around data quality. While this policy development process is yet to start, Nominet aims to avoid pre-judging the outcome or have registrars develop technical integrations that may become obsolete.

## **UKRAC**

The UKRAC answered “Yes” to this question.

### **UKRAC Response**

UKRAC has raised concerns about potentially excessive bureaucracy of proxy service reporting. Registrars are being asked by Nominet to provide the registry with specific data on a quarterly basis. It is unclear whether this is a new requirement or a further requirement in addition to the current requirements.

When must a registrar disclose actual registrant data?

- Court orders - which jurisdiction?
- Law enforcement - what verification?
- Trademark disputes - what threshold?
- Abuse reports - what evidence?

UKRAC feel more consultation is required.

### **Nominet response to UKRAC**

The requirement to provide data to Nominet on a quarterly basis is already codified within the existing policy today, specifically clause 4.b of schedule 4 of the .UK Registry-Registrar Agreement. Proxy providers have been complying with this requirement since the .UK Proxy Policy was first introduced.

Given the minimal changes made to this policy during the current consultation, it would be more appropriate to consider further, more substantive revisions in a separate policy consultation.

### **Consultation outcome:**

Most respondents have not identified any issues with the existing policy that requires immediate attention. As there were no underlying themes or issues in the responses, Nominet intends to implement the .UK Proxy Policy as it was consulted on with the sole modification of the removal of clause 3.1.

A redline version of the policy can be found in the [Appendix](#).

### **Do you have any feedback on the .UK Proxy Policy that you would like us to consider in future revisions of the policy?**

Notable feedback received for future policy consideration includes:

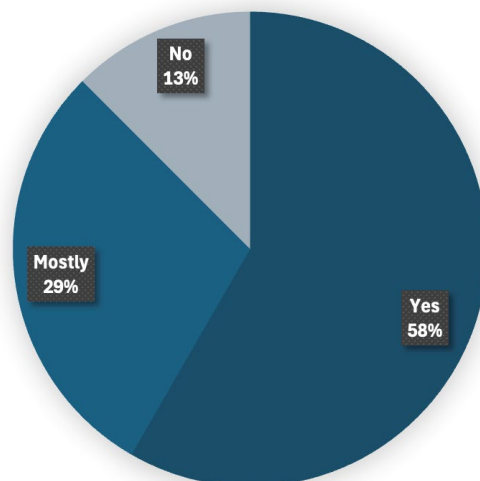
- Add either to this policy or a data quality policy the details of the data quality flow for domains which use a registrar's proxy;
- Include language that a registrar will provide underlying registration data, “To the extent such audit reveals any material inaccuracy...”;
- Recommend language is inserted that ensures Nominet will inform registrar if registration data is shared with a .UK LEA to ensure transparency;
- The requirement to maintain “validated” underlying registrant data implies KYC-level checks that go beyond current registry and legal standards. This should be revised to require data that is “accurate and up-to-date” in line with the RRA and applicable data protection laws;
- The quarterly obligation to report user geography and abuse metrics is disproportionate. Limit this to aggregate proxy registration numbers, or providing such information only upon Nominet’s specific request;
- The one and two day disclosure requirements are very tight. Aligning them with the 72-hour response standard under ICANN’s 2023 DNS Abuse amendment to allow sufficient time for due diligence while still meeting law-enforcement needs; and
- The requirement for proxy providers to offer 24/7 customer support is unnecessary and disproportionate. Proxy services are optional, specialised arrangements — often used by corporate or brand protection firms — and their service levels should be determined contractually between the provider and the client. Nominet should not prescribe support obligations for commercial proxy offerings that do not involve abuse or security reporting.

Nominet intends to implement the .UK Proxy Policy as it was consulted on with the sole modification of the removal of clause 3.1. However, given the volume and nature of feedback regarding the .UK Proxy Policy, Nominet will collate and address the feedback in a future dedicated policy development iteration. This future review will focus on the proxy service in conjunction with the development of a comprehensive Know Your Customer Policy.

## **.UK Registration Policy**

The following section is in relation to the consultation question asked regarding the .UK Registration Policy.

**Do you agree the updates to the .UK Registration Policy make it compatible and coherent with the policies consulted on in the Registry Modernisation consultation?**



The majority of respondents indicated that they agree that the updates to the .UK Registration Policy make it compatible and coherent with the policies consulted on in the Registry Modernisation consultation, with 58% answering “Yes”, 29% answering “Mostly” and a smaller proportion of 13% responding “No”.

Some respondents who answered “No” or “Mostly” suggested the policy and naming algorithms could be refined and simplified further to make the rules easier to understand. This feedback will be considered further in future policy development, as the feedback is outside of the intended scope for the current consultation.

Intended use - Some respondents raised concerns over the “intended use” designation for .uk, .co.uk, and .org.uk and the enforceability of these rules.

Nominet clarifies that “intended use” is merely guidance to help registrants select the most appropriate zone in which to register their domain. Enforcement is not carried out on the zones .uk, .co.uk, and .org.uk however, it is carried out on .me.uk, .ltd.uk, .plc.uk, .net.uk and .sch.uk as defined by the rules contained within the policy (.nic.uk is reserved for use by the registry). This is as per the policy and process today. However, to help make this clearer the table within clause 1.4 has been updated to show which zones have enforcement applied.

Natural person - Feedback was also received suggesting that the requirement for a registrant of a .me.uk domain to be a natural person should be removed or treated as an advisory use only. Similar feedback advocated for modernising the definition of an “internet service provider” to better reflect the current market.

As both issues exceed the scope of the current consultation, they will be used to guide future policy development.

## **UKRAC**

The UKRAC answered 'Yes' to this question.

### **UKRAC Response**

The Registration Policy updates appear to be primarily modernisation and streamlining:

- Removal of outdated technical criteria
- Clearer structure and organisation
- Alignment with current technical standards
- Core SLD requirements unchanged

These changes seem reasonable and consistent with stated consultation objectives.

### **Consultation outcome:**

As most respondents agreed with this question and no underlying themes or issues emerged in the feedback, Nominet intends to implement the .UK Registration Policy as it was consulted on with the sole modification being a change to the table in clause 1.4 to clarify which zones have rules enforced.

A redline version of the policy can be found in the [Appendix](#).

## **Do you have any feedback on the .UK Registration Policy that you would like us to consider in future revisions of the policy?**

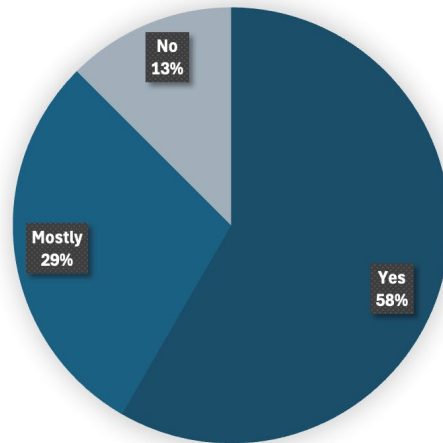
Notable feedback received for future policy consideration includes:

- Updating the table in clause 1.4 of the policy to easily show which of the zones have the intended use enforced by the policy.
  - This feedback has been actioned and an updated redline version of the policy can be found in the Appendix.

## **.UK Schools Domain Name Policy**

The following section is in relation to the consultation question asked regarding the .UK Schools Domain Name Policy.

## **Do you agree the updates to the .UK Schools Domain Name Policy make it compatible and coherent with the policies consulted on in the Registry Modernisation consultation?**



The majority of respondents indicated that they agree that the updates to the .UK Schools Domain Name Policy make it compatible and coherent with the policies consulted on in the Registry Modernisation consultation, with 58% answering “Yes”, 29% answering “Mostly” and a smaller proportion of 13% responding “No”.

Membership exception - A small number of respondents do not believe that there should be a membership exception as documented in the policy. However, Nominet believes that the current exception is appropriate because the .sch.uk zone has always operated independently from the membership in the past and there is a legitimate case that the nation's schools should be able to retain their management of domains.

Local authorities – A respondent submitted feedback on the membership exception and suggested that by this logic, any local authority managing its "entire infrastructure" should benefit from a carve-out. This is not accurate as local authorities operate within the .gov.uk zone which is outside of the .UK RRA and policy remit.

## **UKRAC**

The UKRAC answered “Mostly” to the question.

### **UKRAC Response**

We support the principle that registrars should handle .sch.uk applications (Proposal 35 alignment). This makes sense operationally.

The policy exempts local educational authorities from membership requirements: "There is a sub-set of non-member registrars that are local educational authorities managing a portfolio of domains for their own schools and no other domains."

UKRAC is concerned this could be seen by some to undermine the forced membership requirement for other registrars.

### **Nominet response to UKRAC**

There is a small number of organisations managing small portfolios of domains that fall into the membership exception. They are restricted by policy from registering domain outside of the .sch.uk zone and do not benefit from any of the membership benefits. The .sch.uk zone has always operated differently from the other zones within the .UK registry, with a different pricing model and policy development has always been developed with stakeholder feedback from the authorities across the UK responsible for schools. Nominet has not been convinced by the arguments put forward that this will undermine the requirement for all registrars to be Nominet members.

### **Consultation outcome:**

As most respondents agree with this question and no underlying themes or issues emerged in the feedback, Nominet intends to implement the .UK Schools Domain Name Policy as it was consulted on with no updates.

### **Do you have any feedback on the .UK Schools Domain Name Policy that you would like us to consider in future revisions of the policy?**

Notable feedback received for future policy consideration includes:

- Making the policy clearer which age range of schools can apply for a .sch.uk domain.

.UK RRA - We received feedback from a respondent suggesting that all policies and agreements that make up the .UK RRA should be applicable to those offering .sch.uk domains that are exempt from membership.

For clarity, all registry policies and agreements that constitute the .UK RAA are applicable to all registrars, irrespective of membership status or the specific zone in which domains are registered and managed.

Direct contact - A respondent commented that they did not agree that schools should deal with Nominet directly (as if a member) and that they should either use a registrar or become a Nominet member.

Following the latest revisions made to the policy, schools will be required to make applications for domains via a registrar (Clause 2.4). These updates will significantly reduce direct contact between schools and Nominet.

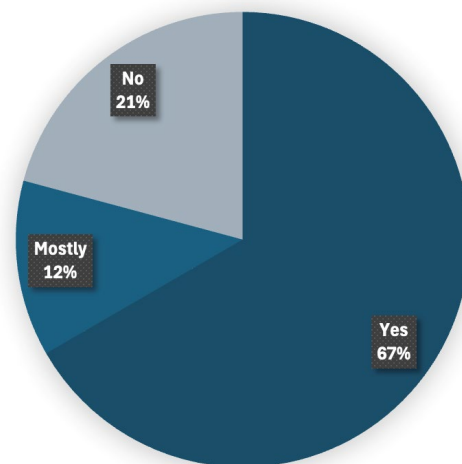
Application support documents - Feedback for future revisions from UKRAC included requests for additional details concerning the requirements for a .sch.uk domain registration and handling of edge case scenarios.

While most information is already documented in the policy, Nominet will monitor .sch.uk domain registrations and update the relevant support documentation if issues arise. If policy updates become necessary, the standard policy development process will be followed.

## **.UK Registrant Terms and Conditions**

The following section is in relation to the consultation question asked regarding the .UK Registrant Terms & Conditions.

### **Is the draft .UK Registrant Terms and Conditions aligned and appropriate with the results of the Registry Modernisation consultation?**



Most respondents indicated that they agree that the updates to the .UK Registrant Terms and Conditions make it compatible and coherent with the results of the Registry Modernisation consultation, with 67% answering “Yes”, 12% answering “Mostly” and 21% responding “No”.

Acceptance of terms - A piece of feedback was submitted raising a concern that the current draft assumes that registrants accept Nominet’s terms by instructing the registrar to register a domain and that this model works for initial registrations but not for renewals or transfers, where the registrar may have no direct contact with the registrant at the time of the operation.

The requirement is aligned with what happens across the industry – renewing a domain is the legal renewal of a contract subject to the then applicable terms and conditions. It is up to registrars to determine with their legal advisers the best legal method of ensuring that their terms and conditions allow them to continue to renew the domain on behalf of the registrant.

Direct contact - A respondent submitted feedback to suggest that direct contact with a registrant from Nominet should be limited to specific cases (e.g. security incidents, legal requirements, or registrar failure). The respondent suggested that any routine or parallel communication with customers would undermine the registrar model and create confusion.

Nominet will not routinely have contact with the registrant and will only do so in limited and specific cases as suggested by the respondent. The exception to this is for expiration reminders when a registrar does not set auto-renew and deletion warnings. This matter was previously addressed in the [January 2024 consultation](#)

## **UKRAC**

The UKRAC answered “Mostly” to this question.

### **UKRAC Response**

Clear escalation criteria and processes is required for registrar non-compliance. What constitutes registrar non-compliance in order for Nominet to intervene? How does a registrant prove non-compliance and how quickly must Nominet respond?

### **Nominet response to UKRAC**

Nominet is initiating a comprehensive review of its compliance process and plans to publish further information in due course before the agreements and policies come into force.

Nominet will investigate and work with both registrars and registrants if it is made aware that any of the policies or agreements that make up the .UK RRA were being breached. This is mandated by clause 6 of the .UK RRA, with potential sanctions specified in Schedule 2.

### **Consultation outcome:**

As most respondents agree with this question and no underlying themes or issues emerged in the feedback, Nominet intends to implement the .UK Registrant Terms and Conditions as they were consulted on, with one minor update. The update removes unneeded quotes in clause 11.2.2.

A redline version of the policy can be found in the [Appendix](#).

## **Do you have any feedback on the .UK Registrant Terms and Conditions that you would like us to consider in future revisions of the policy?**

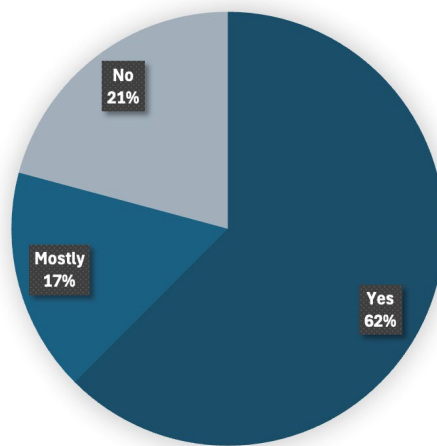
Notable feedback received for future policy consideration includes:

- A registrant/owner verification process should be enforced for each new domain registration.
- We support Nominet signposting registrants to registrars but encourage Nominet to police registrars better to ensure they perform their obligations to registrants.

## **.UK Transaction Reporting Policy**

The following section is in relation to the consultation question asked regarding the .UK Transactional Reporting Policy.

### **Do you think the monthly Transactions Report should be published for .UK enabling direct comparison of .UK with gTLDs?**



Most respondents indicated that they agree that the Transaction Report should be published for .UK, with 62% answering “Yes”, 17% answering “Mostly” and 21% responding “No”.

Public publication - Feedback was received regarding the necessity of publishing the report when Nominet already holds this data, and to provide the option for registrars to opt-out.

While Nominet holds this data internally, the absence of public availability would limit its routine use in discussions concerning market conditions or policy development. As the national registry holding this statistical data — much of which is publicly calculable — we consulted stakeholders and identified broad support for publication.

Competitive sensitivity – Feedback suggested delaying data publication by three months to align with ICANN's gTLD reporting. This would also reduce any competitive sensitivity related to market changes.

For this reason, the .UK Transaction Reporting Policy has been updated (clause 2.2) to withhold the reports until three months after the end of the month to which the report relates.

Additional data point - An additional data point for the report was also suggested in the feedback - information on domain:update commands, particularly those related to change of registrant.

We will look separately at how we can make this and potentially other statistical data available and open to the .UK community whilst moving ahead with this report.

## **UKRAC**

The UKRAC responded “Mostly” to this question.

### **UKRAC Response**

UKRAC support transparency in principle. Public reporting benefits:

- Industry understanding of .UK market health
- Policy discussions based on data
- Accountability for registry performance
- Comparison with other TLDs

We are concerned about competitive sensitivity of some data and loss of privacy, particularly for smaller registrars. Context is important and publishing raw numbers without context can mislead. Any reporting should include context and a right to explain unusual variations and for errors to be corrected.

### **Nominet response to UKRAC**

The update to the policy to withhold the reports until three months after the end of the month to which the report relates (Clause 2.2) will help reduce any competitive sensitivity. Educational and support material will be produced ahead of publication to provide context. Any reported data errors will be validated and corrected, as the integrity of the data within the registry is essential.

### **Consultation outcome:**

Given most respondents agree that the report should be published and the update made to the .UK Transactional Reporting Policy to help address concerns over competitor sensitivity (clause 2.2), Nominet intends to begin the publication of the transactions report.

A redline version of the policy can be found in the [Appendix](#).

## Do you have any feedback on the .UK Transactional Reporting Policy that you would like us to consider in future revisions of the policy?

Notable feedback received for future policy consideration includes:

- Data to also be available to members in a machine-usable form (csv, API etc).
  - As per the policy, the data will already be in CSV format.
- “Whilst I am aware of the BI system and so on, if you're going to publish "nice reports" of this data (and I agree you should) then allowing members access to something that allows "only us" and "us vs average/best/worst" type comparisons as well as period-to-period comparisons would be useful.”

Membership only - A respondent proposed restricting access to the report, suggesting it should be licensed exclusively to Nominet members as a membership benefit, rather than published online for third parties. Nominet, however, believes that this data should be open to anyone who is interested in the .UK registry, as public availability supports the goal of transparency.

### UKRAC

The UKRAC also submitted a response to this question.

#### UKRAC Response

If goal is gTLD comparison:

- What specific gTLD metrics will .UK track?
- Are definitions consistent across registries?
- How are differences explained?

#### Nominet response to UKRAC

The objective of publishing these reports is to enable registrars and other third parties to understand the .UK eco-system through standardised industry definitions, thereby adding greater value to both market analysis and policy discussions.

The definitions align with those used across gTLDs as outlined in the ICANN base registry agreement and reported to ICANN. An example of this can be seen here:

[wales-transactions-202509-en.csv](#)

## January 2024 Consultation

The following set of questions relate to the policies originally consulted on in the January 2024 consultation. They have been included within this consultation to ensure they remain compatible with the updates made to the agreements and other registry policies.

## **.UK Inter-Registrar Transfer Policy**

**Based on the draft new RRA and policies which have been released for consultation, have you any additional feedback in relation to the .UK Inter-Registrar Transfer Policy?**

A small number of responses were submitted to this question, but no underlying themes or issues emerged.

Transfer lock - A respondent provided feedback on clause 5.2.1 of the policy. They raised that it is routine practice for some registrars to lock domains after registration or transfer in and encouraged Nominet to review the wording of the clause to allow this. The clause does not prohibit this if consent is given by the registrant which may be contained within a registrar's terms and conditions or agreement with the registrant.

TAC TTL - One respondent suggested that the 15-day Time to Live (TTL) for the Transfer Authorisation Code (TAC) is too short. Post transition Nominet will monitor the activity and statistics around TAC codes. Should this show that the TTL is not appropriate, consideration will be given to changing the duration.

The TAC TTL has been updated to 14-days (clause 10) to standardise with proposed ICANN policy pending implementation.

Incoming transfers - Some respondents raised concerns the deviation from the ICANN gTLD standards whereby renewal is not mandatory during an inter-registrar transfer. The policy does not prohibit a registrar from requiring renewal during transfer but does allow for a registrant to request transfer without renewal only if the registrar supports it.

Platform transition - A respondent asked if there will be a transition or grace period of any sort to ensure there aren't any lost or hung transfers if someone starts one the old way. We have previously consulted on and published details on [Legacy .UK to new .UK Transition](#) page. Any inter-registrar transfers that require a handshake that have not completed at the time of transition will be cancelled and the registrant will need to utilise the new process to restart the transfer.

### **Consultation outcome:**

While there were a range of responses to this question, there were no underlying themes or concerns. Two updates have been made to this policy:

- Fixing a spelling mistake in clause 5.5.1.
- Updating the TAC TTL from 15-days to 14-days

Nominet intends to implement the .UK Inter-Registrar Transfer Policy as it was consulted on, with these two minor updates.

A redline version of the policy can be found in the [Appendix](#).

## **.UK Registry-Registrar Lifecycle Policy**

**Based on the draft new RRA and policies which have been released for consultation, have you any additional feedback in relation to the .UK Registry-Registrar Lifecycle Policy?**

A small number of responses were submitted to this question, but no underlying themes or issues emerged.

Transfer locks - A respondent provided feedback that post transfer locks can be a good security measure and allowing that to be circumvented is not ideal in the case of account compromise.

While the registry will not apply transfer locks as per clause 3.1 of the policy, registrars are able to and are encouraged to do so in clause 3.1.1.

Renewal consent - A respondent raised that requiring explicit consent for each renewal is operationally unrealistic for registrars operating on auto-renewal subscription models.

The requirement on explicit consent is not time bound, so if a registrar has a contractual agreement with a registrant through its terms and conditions or registration agreement to auto renew then this would satisfy the requirement for obtaining explicit consent.

Expiration reminders – A respondent raised that the requirement for registrars to send multiple reminder notices is appropriate, but these obligations should not duplicate Nominet’s communications to the same registrants.

This was consulted on in the [January 2024 consultation - Modernisation, standardisation, and legacy service retirement](#) (proposals 17, 18, 19, 20 and 21). In limited circumstances, Nominet will continue to send expiration reminders to registrants as per the result of the consultation.

Restore fees – A respondent raised that the prohibition on charging a restoration fee (clause 9.3) conflicts with typical registrar billing models, where restoration is linked to renewal and reactivation of suspended hosting or bundled services.

Nominet’s terms and conditions do not impact on what a registrar may do with hosting or bundled services, such as DNS. The requirement is distinct and specific to protecting the registrants right to renew the domain based on the renewal fees you have previously agreed with them to ensure the domain is not lost.

Transparency of fees – A respondent raised that they support the transparency requirement (clause 4.2) but suggest allowing registrars to link to a central pricing page that already lists fees for all TLDs, instead of requiring explicit display of .UK-specific fees.

The policy does not prohibit this provided that the place in which the fees are displayed satisfy the clauses within the policy. To ensure Nominet also has transparency over the fees it charges, the restore fee as documented in clause 9.4 of the policy has been moved to the .UK Pricing Schedule. This means all fees Nominet charges are listed in one place.

**UKRAC**

The UKRAC also submitted a response to this question.

### **UKRAC Response**

DRAFT Lifecycle Policy 7.1:

"A Registrar must not renew a domain without the explicit consent of a Registrant."

DRAFT Lifecycle Policy 7.2:

"Failure by the Registrant to consent to the renewal of a domain, shall in the absence of extenuating circumstances, result in the deletion of the domain by the end of the auto-renew grace period by the Registrar"

UKRAC are seeking clarification about whether a registrar's Terms and Conditions, which may state that auto-renewal is configured to be active by default for newly registered or transferred domain names automatically will not breach this explicit consent clause.

Does explicit consent need to be requested year after year? How long can explicit consent be requested for and what constitutes explicit consent?

We are concerned that this may not have been adequately consulted on:

While the consultation mentioned "aligning with industry standards," it did not explicitly propose prohibiting auto-renewal

### **Nominet response to UKRAC**

If a registrar has an agreement with a registrant through its terms and conditions or registration agreement to auto-renew then this would satisfy the requirement for obtaining explicit consent. This consent would remain for the duration of the agreement between the registrant and registrar until the agreement was terminated by either party.

The updates that have been made in this consultation have not prohibited auto-renewal.

### **Consultation outcome:**

While there were a range of responses to this question, there were no underlying themes or concerns, so the sole change to this policy is to clause 9.4 to move the registry restore fee into the .UK Pricing Schedule. Nominet intends to implement the .UK Registry-Registrar Lifecycle Policy as it was consulted on, with the one minor update.

A redline version of the policy can be found in the [Appendix](#).

## **.UK Add Grace Period Limits Policy**

**Based on the draft new RRA and policies which have been released for consultation, have you any additional feedback in relation to the .UK Add Grace Period Limits Policy?**

A small number of responses were received to this question. However, no underlying themes or concerns emerged that require the policy to be updated.

Flexibility - One respondent felt the policy is too rigid and mirrors the inflexible Add Grace Period (AGP) for gTLDs. They also commented – that Nominet should allow for greater flexibility for registrars who, in good faith, are asking for a higher-than-average number of deletes due to a spike in abuse or similar.

Whilst the policy partially mirrors the ICANN policy, it goes further and allows a registrar to seek an exemption from Nominet under extraordinary circumstances (for example, DNS abuse related). However, extraordinary circumstances that reoccur regularly for the same registrar will not be deemed extraordinary. All clauses within the policy must be met to seek an exemption from Nominet.

Abuse - A respondent submitted the question: “Can I claim a refund on every abuse case?”

No, a refund cannot be claimed on every DNS abuse case that exceeds the add grace period limits policy. As per clauses within the policy, a registrar must be able to demonstrate extraordinary circumstances. Clause 2.2.1.1. stipulates that “...extraordinary circumstances which reoccur regularly for the same Registrar will not be deemed extraordinary”. The intent behind this is to ensure that registrars take reasonable measures to prevent abuse rather than being protected from loss caused by unaccountability in relation to DNS abuse.

### **Consultation outcome:**

While feedback on this question was varied, no underlying themes or concerns emerged that necessitate a policy update. Consequently, the .UK Add Grace Period Policy will be implemented as originally consulted upon.

## **.UK Interim Data Quality Policy**

**Based on the draft new RRA and policies which have been released for consultation, have you any additional feedback in relation to the .UK Interim Data Quality Policy?**

Nominet intends to develop a comprehensive Know Your Customer Policy in consultation with stakeholders. The feedback received for this question will help shape the development of that policy.

Email address requirements - A respondent suggested that the requirement “the email address for the Registrant is a reliable means to contact the Registrant” (clause 4.2) should specify whether operational verification is required. They suggested stating that registrars must reasonably ensure deliverability, e.g., through confirmation links or bounce monitoring, rather than mandating real-time checks at registration.

The current interim policy enables a registrar to determine the best way to meet this requirement. It would not be appropriate to mandate such requirements before the Know Your Customer Policy has been developed in consultation with stakeholders.

Validation failures and suspensions – A respondent submitted a response suggesting that automatic suspension where data cannot be validated should remain a last resort. They recommend introducing a clear communication and remediation period (e.g., 15 days) before suspension.

This is already covered in clause 5.2 of the .UK Registrant Terms and Conditions:

5.2 The Registrant's wilful provision of inaccurate or unreliable contact details, wilful failure to update contact details provided to the Registrar within seven (7) days of any change, or failure to respond for over thirty (30) days to inquiries by the Registrar concerning the accuracy of contact details associated with the Registrant's Domain shall constitute a material breach of the Registration Agreement and be a basis for cancelling and/or for placing the Domain into a Special Status.

Non-compliance - A respondent recommended implementing an explicit “three strikes” system, where the registrar is suspended for non-compliance regardless of its size. The comment suggested that clause 6.1.2 is meaningless and doesn't penalise the registrar.

Nominet clarifies that clause 6.1.2 of the policy is not aimed at registrar non-compliance but enables Nominet to suspend domain names where Nominet is unable to validate data. The .UK RRA caters for registrar non-compliance (clause 6 and sub clauses) with the registry policies and agreements that make up the .UK RRA.

## **UKRAC**

The UKRAC also submitted a response to this question.

### **UKRAC Response**

If this is "interim," what's coming?

### **Nominet response to UKRAC**

Development on a future Know Your Customer Policy has not yet started, so Nominet is not currently able to say exactly what the policy will contain. As indicated in the January 2024 consultation, we signalled the need for the UK internet community to look afresh at what data quality means in the post-GDPR, post-NIS2 operating environment. We plan to launch a community engagement process to better address the needs of data quality in the .UK registry after the current consultation concludes.

### **Consultation outcome:**

While there were a range of responses to this question, no underlying themes or concerns emerged that necessitate a policy update. The .UK Interim Data Quality Policy will, therefore, remain as it was originally consulted on.

## **Additional Feedback**

### **Are there any gaps in Policy that you believe have not been addressed?**

A small number of comments was received for this question with notable feedback being:

- We urge Nominet to conduct a human rights impact assessment for all its policies, especially focused on the changes to Nominet's DNS abuse policy and for its upcoming data protection policy, to ensure that key human rights safeguards are integrated.
- I would like Nominet to really get a grip on the issue: Anti-avoidance and Connected Persons within the Acceptable Use Policy.

Nominet acknowledges the critical feedback received regarding human rights impact assessments and anti-avoidance measures. We will work with the relevant Nominet team to ensure they are shared, discussed and taken forward.

### **UKRAC**

The UKRAC also commented:

#### **UKRAC Response**

Nominet's role in any registrar failure.

Service level agreement for registry, including uptime commitments.

#### **Nominet response to UKRAC**

Nominet is committed to protecting registrants in the event of registrar failure and will provide support in such scenarios. We are currently reviewing our operational processes and will publish key information on how we will do this in the future.

We operate all our registries to service levels that surpass the industry standards.

### **Do you have any further feedback you would like to share with us?**

Respondents submitted several comments supporting the implementation of the changes, noting that the updates help reduce overheads and administrative burdens. They commented that having fewer operational differences benefits both registrars and

registrants, and that the efforts to modernise and modularise the policies are a welcomed change.

Dragon Domain Manager - A respondent asked: “What about registrars that cannot support EPP?”

For those that do not use EPP, the Nominet Dragon Domain Manager will contain all the required functionality to enable registrars to fully manage their domain portfolios by the transition date.

Ahead of transition more details will be supplied to help registrars understand and utilise the new domain manager.

### **Conclusion**

Nominet extends its sincere thanks and appreciation to all stakeholders for participating in this consultation and for the valuable feedback provided. Policies have been updated in direct response to that feedback.

A wide range of feedback was received, some of which extends beyond the scope of this policy consultation. Feedback that presented common themes, highlighted potential misunderstandings of important clauses or feedback that related directly to changes proposed during this consultation was prioritised (rather than existing policy clauses).

Where feedback has not resulted in immediate policy updates, we will review themes and areas of high impact to guide future, targeted policy development.

If you would like to get in touch with the Policy team to share feedback outside of formal consultations, please contact [policy@nominet.uk](mailto:policy@nominet.uk)

### **Appendix – Updated Policies**

The policies below are those that have been updated as a direct result of the feedback received in this consultation. The full set of agreements and policies can be found on [Registrar Resources](#).

# **.UK Registry-Registrar Agreement**

**Version: DRAFT-20256-073**

## **1. Application of the .UK Registry-Registrar Agreement**

- 1.1. The .UK Registry-Registrar Agreement (**.UK RRA**) sets out the terms of Registrar’s access to Nominet’s Shared Registry System and administration of .UK Domains on behalf of Registrants.
- 1.2. The following documents comprise the .UK RRA:

- 1.2.1. the Nominet Registry-Registrar Base Agreement set out at [Nominet Registry-Registrar Base Agreement \(RRBA\)](#);
  - 1.2.2. the terms set out below (**these Terms**);
  - 1.2.3. the Registry Policies applicable to .UK Domains set out at [Registry Policies \(.UK Policies\)](#);
  - 1.2.4. the credit and payment terms set out at [Credit and Payment Terms \(.UK Credit and Payment Terms\)](#); and
  - 1.2.5. the Data Protection Agreement set out at [Data Protection Agreement \(DPA\)](#)
- 1.3. Registrars are deemed to have accepted the terms and conditions of the .UK RRA by completing an application to become, or continuing to act as, a registrar in respect of .UK Domains.
- 1.4. The .UK RRA comes into effect on the date Nominet notifies Registrar that it has approved its application to act as a .UK registrar.
- 1.5. In the event of a conflict between a provision of these Terms and a provision of the RRBA, the provision of these Terms shall prevail.

## 2. Definitions and interpretation

- 2.1. Capitalised terms used but not defined in these Terms have the meanings given to them in the RRBA.
- 2.2. In these Terms the following terms have the meanings set out below:

<b>Accreditation</b>	A Shared Registry System identifier allocated to Registrar for use when creating and managing Domains.
<b>Data Protection Agreement</b>	The Data Protection Agreement between Nominet and registrars set out at <a href="#">Data Protection Agreement</a> .
<b>Key Terms</b>	The following terms of the Registration Agreement: <ul style="list-style-type: none"> <li>• What Registrar charges for Domain related services it provides.</li> <li>• How Registrar deals with expired and expiring Domain registrations.</li> <li>• How Registrar's Customer can renew a Domain and the basis on which Registrar's Customer will be charged for maintaining its registration of a Domain.</li> <li>• What charges, if any, Registrar applies when Registrar's Customer transfers its Domain to a new registrar or otherwise terminates its contract with Registrar.</li> </ul>
<b>RDDS</b>	Registration Data Directory Services, which means any tools made available by Nominet to provide access to confirm registration data (or a subset thereof) held within the Registry.
<b>Registrar's Customer</b>	A Registrant to whom Registrar provides Registrar Services in respect of one or more .UK Domains under a Registration Agreement.

<b>Registrar Requirements</b>	The requirements for all .UK registrars as set out in Schedule 1 - Registrar Requirements.
<b>Reseller</b>	A person (natural or corporate) who participates in a Registrar's distribution channel for Domain registrations, either: (a) pursuant to an agreement, arrangement or understanding with the Registrar; (b) by providing some or all of a Registrar's Registrar Services with the Registrar's actual knowledge, including collecting Registration Data about Registrants, submitting Registration Data to a Registrar; or (c) by facilitating entry of an agreement for services between the Registrar and the Registrant.
<b>Sanctions</b>	The steps Nominet may take in response to a breach by Registrar of the .UK RRA, including those set out in the Sanctions Schedule.
<b>Sanctions Schedule</b>	The document setting out potential Sanctions at Schedule 2 – Sanctions
<b>Special Status</b>	A configuration applied by Nominet that restricts Operations.
<b>.UK Registrant Terms and Conditions</b>	The terms and conditions under which Registrants may register Domains with Nominet in the .UK Registry, as published on Nominet's website at <a href="#">.UK Registrant Terms and Conditions</a> .

2.3. References to "clause" or "clauses" are to clauses within these Terms.

2.4. References to "paragraph" or "paragraphs" are to paragraphs within the schedules.

2.5. References to "schedule" or "schedules" are to the schedules attached to these Terms.

### **3. Recognition and promises as to authority to act**

3.1. Subject to Registrar's compliance with the terms of the .UK RRA, Nominet recognises Registrar as being a .UK Registrar and therefore able to act as an agent for Registrar's Customers (which can include Registrar).

3.2. Different provisions contained in these Terms apply depending on whether the Registrar's Customer is Registrar or a third party.

3.3. Nominet may require Registrar's Customer to request Operations with Nominet only via Registrar, or to attempt to deal with Registrar first, or to receive notices via Registrar. However, Nominet may deal directly with Registrar's Customer and prescribe situations in which Registrar has no or limited power to act for Registrar's Customer.

3.4. Nominet may, acting reasonably, require Registrar to send communications from Nominet to Registrar's Customer on Nominet's behalf, unless Registrar is legally prohibited from doing so.

3.5. In relation to Registrar's Customer, Nominet will recognise Registrar as having authority to act for that Registrant if:

3.5.1. for an existing registration, the Registry records Registrar as being the sponsoring registrar; and

- 3.5.2. the Operation Registrar is requesting is one that registrars are allowed to request for their Registrants, and we have not been told by Registrar or the Registrant that Registrar cannot act for them (and Nominet may set up procedures that set out how and when Nominet must be told).
- 3.6. Registrar warrants that in respect of every Operation request Registrar makes:
- 3.6.1. Registrar has the authority of the Registrant to make that request and (if applicable to a particular Operation) specific authority from the Registrant to fully commit them to all the terms of the .UK Registrant Terms and Conditions or obligations connected with that request;
  - 3.6.2. the request for the Operation is not prohibited by clause 4.1;
  - 3.6.3. Registrar pays the Fees for the Operation; and
  - 3.6.4. Registrar has paid all outstanding invoices from Nominet and otherwise complied with the obligations under the Credit and Payment Terms.
- 3.7. Registrar shall indemnify Nominet against any and all losses, costs and expenses (whether direct or indirect) arising out of Registrar's breach of any of the warranties in clause 3.6.
- 3.8. Registrar must make Registrants aware of the .UK Registrant Terms and Conditions and the Registry Policies before the Registration Agreement is made and before renewal of a Domain.
- 3.9. Registrar must make Registrants aware of the Registration Agreement before the Registration Agreement is made and before renewal. As a minimum, Registrar must highlight to Registrants the Key Terms of the Registration Agreement, though Registrar may choose to highlight other terms as well if it wishes. Registrar must give Registrar's Customers reasonable notice of any substantive changes that relate to their Domain (including the Key Terms) in advance of those changes coming into effect unless such changes are required to be made due to a legal requirement.
- 3.10. Registrar must comply with all the Registrar Requirements.

#### **4. Submitting Operations**

- 4.1. Registrar must not request an Operation if any of the following apply, or Registrar has reason to believe that they apply:
- 4.1.1. Registrar knows, or reasonably should know, that some or all of the information provided by or through Registrar to Nominet is false, deceptive, misleading, inaccurate or incomplete;
  - 4.1.2. some or all of the Registrant identity information does not meet the requirements of the Registry Policies;
  - 4.1.3. the Registrant Registrar identifies to Nominet in the Operation has not instructed or requested Registrar (directly or indirectly) to act on its behalf or does not exist;
  - 4.1.4. the System Instructions or Registry Policies prohibit making that Operation on behalf of the Registrant;
  - 4.1.5. Registrar no longer has authority to request Operations with Nominet on behalf of the Registrant;
  - 4.1.6. the Operation requested is one for which Nominet requires Registrants to enter into the .UK Registrant Terms and Conditions (for example, the registration or renewal of a Domain) and Registrar has not received positive confirmation that the Registrant is aware of, and accepts in full,

the .UK Registrant Terms and Conditions that apply to the Operation at the date of the request for it;

4.1.7. Registrar's Accreditation or .UK RRA status (for example Special Status) does not entitle Registrar to submit such an Operation; or

4.1.8. Registrar is aware that the Operation is criminal in nature or is likely to further criminal activity.

4.2. Registrar must only create a Domain in the name of Registrar's Customer unless Registrar or Registrar's Reseller has Registrar's Customer's explicit prior consent to register it in a different name, such as Registrar's name, Registrar's organisation's name or Registrar's Reseller's name.

## 5. Recording information, data protection and confidentiality

5.1. Nominet processes Registration Data as described in Nominet's Privacy Notice.

5.2. Registrar must not do or omit to do anything that could cause Nominet to breach the Data Protection Legislation.

5.3. Nominet and Registrar will both comply with their obligations in respect of their processing of Registration Data and other information as set out in the Data Protection Agreement.

5.4. Nominet will hold records of Registrar's and other Contacts' identity and contact details in the Registry as Registration Data. It is Registrar's duty to keep its current identity and contact details up to date in its Account at all times.

5.5. Registrar must keep any Credentials Nominet has issued to Registrar confidential and safe. Nominet may assume that any action done or requested using Registrar's Credentials or Account was done or requested by Registrar or by someone authorised to act for Registrar. Nominet has and may enforce procedures as part of the System Instructions for dealing with lost, revoked or compromised Credentials and/or Accounts.

## 6. Enforcement

6.1. Nominet aims to operate the .UK Registry in a neutral and impartial way and has obligations under applicable law to protect the information in the Registry. Nominet may require that Registrar declares in advance of any investigation by Nominet into any breach of the .UK RRA or the Registry Policies any connections Registrar has with another registrar or other person that has entered a contract with Nominet.

6.2. Registrar agrees that if Nominet has reason to believe, following an investigation by Nominet, that Registrar has gained an unfair advantage by an act or omission in making an Operation, Nominet may reverse that Operation and/or suspend, transfer or cancel any associated registration, provided Nominet acts reasonably when doing so.

6.3. If Registrar does not comply with the .UK RRA or any other contract Nominet has with Registrar, Nominet may put the .UK RRA into a Special Status and notify Registrar **in writing** that it has done so. In doing so, and in deciding which form of Special Status to put the .UK RRA into, Nominet will act reasonably, proportionately and consider (in addition to any relevant fact):

6.3.1. steps Registrar has taken to resolve the problem and stop it happening again;

6.3.2. the urgency of the problem;

6.3.3. the reason for taking the action and whether the Special Status is relevant to it;

- 6.3.4. Registrar's past conduct;
- 6.3.5. the Registry Policies; and
- 6.3.6. the Sanctions Schedule.

6.4. Nominet may put the .UK RRA into Special Status or otherwise suspend performance of it or remove access to Registrar's Account or any of Nominet's systems or services if any action Registrar takes is, or in Nominet's reasonable opinion is likely to, lead to criminal or civil liability for Nominet or any of Nominet's officers or staff members.

## 7. Term and termination of the .UK RRA

- 7.1. If Registrar is an individual and dies, Nominet may terminate the .UK RRA and shall not be required to give notice of termination.
- 7.2. At Registrar's reasonable request following termination of the .UK RRA, Nominet may agree to a short period during which Registrar may continue to access the Shared Registry System solely for the purposes of assisting Registrar's Customers in transitioning their Domain registrations and Registrar Services to a new registrar.

## 8. General

8.1. Registrar has the right to:

- 8.1.1. use the .UK registrar logo, provided that the Intellectual Property Rights in any such logo shall remain Nominet's property; and
- 8.1.2. be identified as a .UK registrar on Nominet's website at [list of .UK registrars](#).

8.2. Nominet shall consult with stakeholders about any changes it intends to make to these Terms, the RRBA and/or the .UK Policies, unless the changes:

- 8.2.1. are necessary to comply with applicable law or correct any drafting errors; or
- 8.2.2. do not have a material effect on Registrar's obligations or liability under the RRA,

in which case Nominet shall not be required to carry out such consultation. Nominet's right to vary the RRA under clause 10.6 of the RRBA shall be subject to the consultation requirements of this Clause 8.2.

# Schedule 1 - Registrar Requirements

## 1. Introduction

- 1.1. This Schedule sets out the requirements for .UK registrars under the .UK RRA. Some requirements may differ depending on whether Registrar is providing Registrar Services to itself or third parties.
- 1.2. The following requirements may be amended from time to time by Nominet and notified to Registrar.
- 1.3. Registrar may have more than one Accreditation per legal entity where Nominet assesses there is a genuine need for it.

## 2. General requirements

- 2.1. Regardless of whether Registrar is providing Registrar Services to itself or third parties, Registrar must:

- 2.1.1. demonstrate appropriate levels of technical competence, as required by Nominet from time to time;
  - 2.1.2. comply, without undue delay, with all lawful requests of UK law enforcement agencies; and
  - 2.1.3. comply with all applicable laws (in particular, the Data Protection Legislation) applicable to Registrar's activities, as well as distance selling regulations or equivalent including relevant cooling off periods.
- 2.2. If Registrar is offering Registrar Services to third parties, Registrar must be able to demonstrate that through Registrar's normal course of business it makes easily accessible to Registrar's Customers, ideally via a public website, its:
  - 2.2.1. postal contact address;
  - 2.2.2. telephone number;
  - 2.2.3. means of electronic contact such as an email address or webform; and
  - 2.2.4. customer service commitments that detail expected response and resolution times.
- 2.3. If Registrar is offering Registrar Services to third parties, Registrar must ensure Registrar's Customers are aware of:
  - 2.3.1. Registrar's charges for registration, renewal and maintenance on Domains;
  - 2.3.2. any ongoing charges Registrar applies;
  - 2.3.3. the Key Terms; and
  - 2.3.4. Registrar's policy on renewal and expiry of Domains.
- 2.4. If Registrar is offering Registrar Services to third parties, Registrar must acknowledge receipt of any communications or complaints from Registrar's Customers within five (5) working days.
- 2.5. Registrar must provide an email address that reaches a representative empowered to process and act on an actionable abuse complaint for abuse contact publication on RDDS on Registrar's behalf.
- 2.6. Registrar must be able to demonstrate or provide Nominet with the following:
  - 2.6.1. if Nominet reasonably requests it, information or documentation in order to verify Registrar's financial position, which may include, if applicable, copies of statutory accounts;
  - 2.6.2. reports, on Nominet's request and in a form specified by Nominet, that will provide metrics regarding Registrar's performance under the .UK RRA, particularly (but without limitation) in relation to Registrar's data quality validation processes, complaints handling, compliance with requests from UK law enforcement agencies and other topics as notified by Nominet.
- 2.7. Nominet may undertake a credit check of anyone who operates or applies for an Accreditation and may repeat such a check at any point during the Term. Registrar must promptly provide Nominet with any reasonable information or documentation that Nominet may require from Registrar to undertake such credit check(s).
- 2.8. Nominet may ask Registrar to provide Nominet with the contact details for two or more referees and may ask those referees to provide Nominet with written references, either when Registrar applies for a new Accreditation or requests

increased credit.

- 2.9. Nominet may specify certain types of automated communication that Nominet usually sends to Registrants, which may include, without limitation, certain renewal reminders. Registrar will be able to opt out of having those communications sent to Registrar's Customers, provided that Registrar uses commercially reasonable methods to ensure that Registrar's Customers are made aware of the steps they need to take to manage, transfer, renew or otherwise deal with their Domain registration(s). Registrar may do this by sending its own renewal reminders to Registrar's Customers. Nominet may also specify certain communications that it will always send to Registrants, regardless of any opt out by Registrar.
- 2.10. Registrar may, no earlier than 30 days after the expiry of a Domain, take steps to transfer the Domain into Registrar's name, provided that Registrar has previously informed the Registrant that it intends to do this and obtained their explicit consent to it doing so. Such consent must be obtained no earlier than 30 days before the date on which the Domain is due to expire, and no later than 30 days after the date on which the Domain expired. Even if Registrar transfers a Domain in these circumstances, the original Registrant of the Domain must always retain the right to renew the Domain in question as set out in the Registry Policies. Registrar may not transfer a Domain into the name of a third party under this paragraph.
- 2.11. Registrar may not transfer a Domain under paragraph 2.10 where it has formally notified Registrar's Customer that it is no longer providing them with Registrar Services.
- 2.12. Registrar must be a member of Nominet except where applicable under other Registry Policies.

## **Schedule 2 – Sanctions**

### **1. Sanctions**

- 1.1. The .UK RRA entitles Nominet to put the .UK RRA into Special Status or to take certain steps including termination. These steps can be taken in a range of circumstances, including Registrar's failure to adhere to the Registrar Requirements or breach of any provision of the Registry Policies or the .UK RRA.
- 1.2. In order to assist Registrar's understanding of what Nominet might do, Nominet has set out below certain sanctions that may be applied to certain actions. Nominet reserves the right to apply these measures at its discretion and will do this proportionately and transparently. Nominet will work with Registrar to try to avoid breaches from occurring, and in most circumstances will try to assist Registrar in resolving breaches before considering applying sanctions. Any actions taken by Registrar in such circumstances will be taken into account when determining which sanction(s) to apply, if any.
- 1.3. Nominet may do any or all of the following, in relation to any or all Accreditations used by Registrar at the relevant time:
  - 1.3.1. degrade the responsiveness of any or all systems including the Shared Registry System;
  - 1.3.2. reduce Registrar's look up thresholds or access to any or all systems including the Shared Registry System;
  - 1.3.3. remove access to any or all incentives, such as the ability to make changes to Registrant names, opt out of Registrant communications or to transfer expired Domains into Registrar's own name;

- 1.3.4. remove Registrar's ability to register new Domains;
  - 1.3.5. suspend, cancel or transfer one or more Domains;
  - 1.3.6. reverse Operations carried out by Registrar;
  - 1.3.7. restrict Registrar's ability to register deleted Domains within a period following cancellation;
  - 1.3.8. remove Registrar's eligibility for accreditation rights and other promotional activity(ies);
  - 1.3.9. remove Registrar's ability to make changes to the Registrant name during the expiry period;
  - 1.3.10. remove Registrar's ability to use one or more Accreditations that Registrar has registered with Nominet;
  - 1.3.11. impose credit restrictions as per the Credit and Payment Terms; and/or
  - 1.3.12. make public any sanctions applied or measures applied to Registrar.
- 1.4. If Registrar disagrees with one of the sanctions, Registrar can send a complaint to [complaints@nominet.uk](mailto:complaints@nominet.uk) within ten (10) working days of Nominet notifying Registrar of its decision.
- 1.5. While a complaint made under paragraph 1.4 above is being considered, and for a reasonable period of time after notifying Registrar of Nominet's decision (which period of time Nominet may in its absolute discretion decide) the person considering the complaint may order that Registrar and Nominet continue as if no sanction was applied. They may also impose particular restrictions on the Operations Registrar may request during this period.

# Nominet Registry- Registrar Base Agreement

Version: **DRAFT-20256-073**

## Parties

This Nominet Registry-Registrar Base Agreement (**Agreement**) is made and entered into by and between:

- (1) **Nominet UK**, a company incorporated in England and Wales (number 3203859) whose registered office is Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ (**Nominet**); and
- (2) the registrar that has accepted the terms of the RRA (**Registrar**),

each a **Party** and collectively the **Parties**.

## Agreement

## 1. Definitions

1.1. In this Agreement the following terms have the meanings set out below:

<b>Account</b>	An account that enables Registrars to access the Shared Registry System.
<b>Confidential Information</b>	All information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by a party ( <b>Disclosing Party</b> ) to the other party ( <b>Receiving Party</b> ) under the RRA that is marked or otherwise identified as confidential or should reasonably be considered confidential due to the nature of the information or materials or the circumstances of their disclosure.
<b>Contact</b>	Any person (natural or corporate) recorded in the Registry in association with a Domain, including the Registrant and administrative contact.
<b>Credentials</b>	A set of authentication information such as a username and a password and other types of identification used to gain authorised access to the Shared Registry System.
<b>Data Protection Legislation</b>	All laws relating to the protection of Personal Data that are applicable to the processing of Personal Data in connection with the operation of the Registries, including, but not limited to, the Data Protection Act 2018 and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).
<b>DNS</b>	The internet domain name system.
<b>DNS Abuse</b>	Malware, botnets, phishing, pharming and spam (when spam serves as a delivery mechanism for the other forms of DNS abuse), as those terms are defined in Section 2.1 of SAC115

(<https://itp.cdn.icann.org/en/files/security-and-stability-advisory-committee-ssac-reports/sac-115-en.pdf>).

<b>Domain</b>	A string registered within the Registry, which forms a part of an electronic address on the Internet and serves as a unique and specific identifier.
<b>Effective Date</b>	The effective date of the RRA as set out in the RRA.
<b>Fees</b>	The fees payable to Nominet by Registrar, as described in clause 4.
<b>Illegal Activity</b>	Conduct involving use of a Domain sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services in furtherance of conduct involving the use of a Domain sponsored by Registrar that is prohibited by applicable law.
<b>Intellectual Property Rights</b>	Trademarks, service marks, registered designs, utility models, patents, applications for any of the foregoing, copyright, design rights, database rights, confidential information, trade and business names and any other similar protected rights in any country whether existing or to be created and whether vested or contingent.
<b>Operation</b>	<p>Any communication between Registrar and Nominet (or a Registrant and Nominet) entered into with the intention of:</p> <ul style="list-style-type: none"><li>• providing information to Nominet;</li><li>• obtaining a response from Nominet; or</li><li>• entering into a contract (either for Registrar or a Registrant) with Nominet.</li></ul>
<b>Personal Data</b>	Information that can be used to identify a natural person, as defined in the Data Protection Legislation.
<b>Privacy Notice</b>	The public notice explaining Nominet's processing of Personal Data made available on

Nominet's website at [Privacy Notice - Nominet](#).

**Registrant**

The person (natural or corporate) who has the right to use a Domain and who is recorded in the Registry as the registrant of a Domain.

**Registrar Services**

The services usually provided by a registrar, or on a registrar's behalf, to a Registrant in relation to the registration of a Domain, including without limitation collecting Registration Data and submitting that information to Nominet.

**Registration Agreement**

An agreement between Registrar and a Registrant for the provision of Registrar Services.

**Registration Data**

Details about Domains that are recorded in the Registry, including but not limited to:

- Contact role: Registrant, Administrative, Technical or Billing
- Contact details:
  - full name (or role if applicable)
  - organisation name (if applicable)
  - postal address
  - email address
  - telephone number
  - fax number
- record of whether Contact has given consent to the publishing of its name and address
- Domain configuration data
- name and contact details of the Registrar that sponsors the Domain
- any other information that Nominet is required to collect pursuant to applicable law.

**Registry**

The authoritative, centralised database maintained by Nominet containing the comprehensive record of all Domains registered within a top-level-domain, including associated contact and technical information which is essential for the resolution of Domains within the internet DNS.

**Registry Functions**

Functions performed by Nominet that are core to the following tasks:

- the receipt, management or publication of Registration Data;

- provision to registrars of status information relating to the zone servers for the DNS zone;
- dissemination of DNS zone files; and
- operation of the Registry DNS servers.

**Registry Policies**

The policies that are applicable to Registrar's activities in respect of a particular Registry, as referenced in the relevant RRA and which Nominet publishes on its website from time to time.

**RRA**

The Registry-Registrar Agreement between Nominet and Registrar in respect of a particular Registry, comprised of this Agreement and other documents referenced in that agreement.

**Shared Registry System**

The system operated by Nominet for Domains in the Registry whereby Registrar may create, renew and otherwise administer Domains it sponsors on behalf of Registrants, including any updates and redesigns thereof.

**System Instructions**

Instructions on the proper use of the Shared Registry System, which Nominet publishes on its website from time to time.

**Term**

The term of the RRA, as defined in clause 9.1.

**Working Hours**

8:00 – 18:00 on any weekday that is not a bank holiday in England.

1.2. References to "clause" or "clauses" are to clauses within this Agreement.

**2. Nominet's obligations**

2.1. Access to Shared Registry System. Throughout the Term, Nominet shall operate the Shared Registry System and provide Registrar with access to the Shared Registry System to transmit Registration Data to the Registry.

2.2. Maintenance of registrations sponsored by Registrar. Nominet shall maintain the registrations of Domains sponsored by Registrar in the Registry during the term for which Registrar has paid the Fees.

2.3. Licence. Nominet grants Registrar a non-exclusive, non-transferable, worldwide, limited licence during the Term to use the Shared Registry System in accordance with the System Instructions and Registry Policies solely for the purposes of

providing Registrar Services and complying with its obligations under the RRA and for no other purpose.

- 2.4. Changes to Shared Registry System. Nominet may from time to time upon reasonable notice replace or make modifications to the Shared Registry System or other materials licenced under the RRA that will modify, revise or augment the features of the Shared Registry System.
- 2.5. Support. Nominet shall provide Registrar with reasonable support in accordance with the support details provided on Nominet's website from time to time to address issues arising in connection with Registrar's use of the Shared Registry System.
- 2.6. Handling of Personal Data. Each Party shall comply with its obligations under the Data Protection Legislation and the RRA in respect of its processing of Personal Data in connection with the RRA. Registrar may refer Registrants and other individuals whose Personal Data are included in Registration Data to Nominet's Privacy Notice, which describes Nominet's processing of Personal Data in connection with its operation of the Registries.

### 3. Registrar's obligations

- 3.1. Registry Policies and System Instructions. Registrar shall comply fully with all applicable Registry Policies and System Instructions and shall on Nominet's request supply evidence of its compliance with the Registry Policies and System Instructions.
- 3.2. Responsibility for customer support. Registrar shall provide: (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Domains; (ii) customer service (including Domain record support); (iii) billing support; **and** (iv) technical support to Registrants; **and (v) Registrar shall provide** to Registrants emergency contact information for critical situations such as Domain hijacking.
- 3.3. Representations. Registrar shall not misrepresent its relationship with Nominet to Registrants or the public or otherwise mislead them.
- 3.4. Registration Agreements. Registrar shall have in effect a Registration Agreement with the Registrant at all times during the term of the registration of the Registrant's Domain. Registrar shall include in its Registration Agreement the terms required by this Agreement and other terms that are consistent with Registrar's obligations to Nominet under the RRA.
- 3.5. Indemnification required of Registrants. For Registries in respect of which Nominet does not have a direct contractual relationship with the Registrant the Registrar shall, in its Registration Agreement with each Registrant, require the Registrant 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 the Registrant's Domain registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiry of the Registration Agreement.

3.6. Registration Agreement terms. Registrar shall include in its Registration Agreement with each Registrant the terms set out in clause 3.7 and an obligation for the Registrant to comply with all applicable Registry Policies. If there is a discrepancy between the terms required by this Agreement and the terms of the Registration Agreement, the terms of this Agreement shall supersede those of the Registration Agreement.

3.7. Additional requirements for Registration Agreements. Each Registration Agreement shall require the Registrant to:

- 3.7.1. submit to proceedings commenced under any 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;
- 3.7.2. provide accurate and correct Registration Data for the Domain, and immediately correct and update the Registration Data for the Domain during the registration term for the Domain;
- 3.7.3. acknowledge and agree that Nominet reserves the right to deny, cancel or transfer any registration or Operation, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion, to: (i) protect the integrity and stability of the Registry; (ii) comply with any applicable laws, government rules or requirements, requests of law enforcement agencies, or any dispute resolution process; (iii) to avoid any liability, on the part of Nominet, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) pursuant to the terms of the Registration Agreement; or (v) to correct mistakes made by Nominet or any registrar in connection with a Domain registration. Nominet may also place a Domain upon registry lock, hold or similar status during resolution of a dispute;
- 3.7.4. acknowledge and agree that Registrants are prohibited from using Domains in connection with 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 (**Prohibited Activity**), and that any Prohibited Activity may result in Nominet imposing remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or Operation, the placement of one or more registry lock functions on any Domain and the suspension of the Domain; and
- 3.7.5. not use the Domain for any unlawful purpose.

3.8. DNS Abuse contact and duty to investigate reports of DNS Abuse. Registrar shall:

- 3.8.1. maintain a DNS Abuse contact to receive reports of DNS Abuse involving Domains sponsored by Registrar, including reports of DNS Abuse and Illegal Activity (**Reports**). Registrar shall publish an email

address or webform to receive such Reports on, or conspicuously and readily accessible from, the home page of Registrar's website (or in another standardised place that may be designated by Nominet from time to time). Upon receipt of such Reports, Registrar shall provide the reporter with confirmation that it has received the Report. Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any Reports of abuse;

3.8.2. when Registrar has actionable evidence that a Domain sponsored by Registrar is being used for DNS Abuse, Registrar must promptly take the appropriate mitigation action(s) that are reasonably necessary to stop, or otherwise disrupt, the Domain from being used for DNS Abuse. Action(s) may vary depending on the circumstances, taking into account the cause and severity of the harm from the DNS Abuse and the possibility of associated collateral damage;

3.8.3. establish and maintain a dedicated DNS Abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive Reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which Registrar is established or maintains a physical office. Well-founded Reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the Report. In responding to any such Reports, Registrar will not be required to take any action in contravention of applicable law;

3.8.4. publish on its website a description of its procedures for the receipt, handling, and tracking of abuse Reports; and

3.8.5. document its receipt of and response to all Reports and maintain the records related to Reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to Nominet upon reasonable notice.

### 3.9. Data submission requirements. Registrar shall:

3.9.1. submit complete Registration Data as required by the System Instructions;

3.9.2. exercise due care and attention in the collection and submission of Registration Data to Nominet; and

3.9.3. submit any corrections or updates from a Registrant relating to Registration Data for a Domain to Nominet in a timely manner.

### 3.10. Security. Registrar shall:

3.10.1. develop and implement all necessary technology and restrictions to ensure that its connection to the Shared Registry System is secure and that all data exchanged between Registrar's system and the Shared Registry System shall be protected to avoid unintended disclosure of information;

3.10.2. implement appropriate measures to prevent its access to the Shared Registry System from being used to: (i) allow, enable, or otherwise support the transmission by e-mail, telephone or facsimile of mass

unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the Shared Registry System, except as reasonably necessary to register Domains or modify existing registrations;

3.10.3. implement other reasonable security provisions required by Nominet to ensure that the Shared Registry System is secure and stable;

3.10.4. comply with any technical security requirements set out in the System Instructions;

3.10.5. disclose its Credentials only to its employees on a need to know basis; and

3.10.6. notify Nominet within four (4) hours of becoming aware that its Credentials have been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.11. Resolution of technical problems. Registrar shall engage suitable employees, contractors or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Shared Registry System in conjunction with Registrar's systems. In the event of significant degradation of the Shared Registry System or other emergency, Nominet may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Shared Registry System. Except in the case of an emergency, Nominet will provide advance notice via email and phone call to Registrar's technical contact of any temporary suspension or restriction.

3.12. Time of registration. In the event of any dispute concerning the time of the entry of a Domain registration into the Registry, the time shown in the Registry records shall be definitive.

3.13. Transfer of registration sponsorship. Registrar shall implement transfers of Domain registrations from another registrar to Registrar and vice versa pursuant to the applicable Registry Inter-Registrar Transfer Policy.

3.14. Restrictions on Domains. Registrar shall comply with the Registry Policies and applicable laws limiting the Domains that may be registered.

3.15. Resellers. Registrar must comply with the terms of the RRA, even where it deals with Registrants indirectly including via a reseller. Registrar shall be responsible for any breaches of the RRA as a result of the acts or omissions of any resellers.

#### 4. Fees

4.1. Amount of Fees. Registrar shall pay Nominet the fees published on Nominet's website for registrations and Operations carried out pursuant to the RRA (**Fees**).

4.2. Payment of Fees. Nominet shall invoice Registrar on a monthly basis and Registrar shall pay the Fees within 30 days of the invoice date.

4.3. Non-payment of Fees. In the event of non-payment of Fees by their due date

Nominet may do any or all of the following:

- 4.3.1. stop accepting new initial or renewal registrations, or registrations associated with a change of sponsorship, from Registrar;
  - 4.3.2. delete any Domains from the Registry associated with any negative credit balance incurred or unpaid invoices;
  - 4.3.3. give written notice of termination of the RRA pursuant to clause 9.2.1; and
  - 4.3.4. charge interest accruing on a daily basis on the outstanding balance at the rate of 4% above the Bank of England base rate from time to time.
- 4.4. Taxes. All Fees due under the RRA are exclusive of tax. Registrar shall pay all taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on Nominet's net income) that apply to the Fees (**Taxes**). Registrar shall make all payments due to Nominet under the RRA without any deduction or withholding on account of any Tax except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Nominet receives and retains (free from any liability) a net sum equal to the sum it would have received but for such deduction or withholding being required.

## 5. Confidentiality

5.1. Use of Confidential Information. The Receiving Party shall:

- 5.1.1. treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, the Disclosing Party's Confidential Information, including implementing appropriate technical and organisational security measures and operating procedures;
  - 5.1.2. use the Disclosing Party's Confidential Information solely for the purpose of exercising its rights or performing its obligations under the RRA and for no other purposes;
  - 5.1.3. not disclose the Disclosing Party's Confidential Information to any person except to such of its officers, employees, contractors and agents that have a demonstrable need to know such Confidential Information and are bound by confidentiality obligations in respect of such Confidential Information that are no less onerous than those contained in this clause 5;
  - 5.1.4. not modify or remove any confidentiality legends and/or notices appearing on any of the Disclosing Party's Confidential Information; and
  - 5.1.5. not prepare any derivative works based on the Confidential Information.
- 5.2. Clause 5.1 imposes no obligation on the Parties with respect to information that:
- 5.2.1. is disclosed to the Receiving Party in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure;
  - 5.2.2. has entered the public domain through no fault of the Receiving Party;

- 5.2.3. is known by the Receiving Party prior to the time of disclosure;
- 5.2.4. is independently developed by the Receiving Party without use of the Confidential Information;
- 5.2.5. is made generally available by the Disclosing Party without restriction on disclosure; or
- 5.2.6. is required to be disclosed by law, regulation or court order, provided that to the extent it is legally able to do so, the Receiving Party shall: (i) promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority at the Disclosing Party's expense; (ii) cooperate with the Disclosing Party in seeking such order or other remedy; and (iii) if the Disclosing Party is not successful in preventing the requesting legal body from requiring the disclosure of Confidential Information, disclose only the portion of the Confidential Information that is legally required.

5.3. The confidentiality provisions of this clause 5 shall continue in force after the expiry or termination of the RRA.

## 6. Intellectual property

- 6.1. Neither Party obtains any rights or interests in or to the other Party's Intellectual Property Rights under the RRA.
- 6.2. All Intellectual Property Rights in the Registry and the Shared Registry System are owned by Nominet. Registrar may not use the Shared Registry System except in accordance with the licence granted under clause 2.3. As a confirmatory assignment, Registrar assigns to Nominet any Intellectual Property Rights it may have in the Registry.
- 6.3. Nominet acknowledges that Registrar may have Intellectual Property Rights in the data it holds regarding its customers, and that Registrar's right to use that data is not restricted by the terms of clause 6.2.

## 7. Indemnities and limitation of liability

7.1. Registrar's indemnity. Registrar shall, at its own expense and within thirty (30) days of Nominet's presentation of a demand under this clause 7.1, indemnify Nominet against any claim, suit, action or other proceeding brought against Nominet based on or arising from any claim or alleged claim relating to:

- 7.1.1. the Registrar Services or any of Registrar's other products or services;
- 7.1.2. any of Registrar's policies or agreements with any Registrant or registrar;  
or
- 7.1.3. ~~relating to~~ Registrar's Domain registration business, including, but not limited to, Registrar's advertising, Domain application process, systems and other processes, fees charged, billing practices and customer service,

(a **Registrar Indemnity Claim**), except to the extent that the Registrar Indemnity Claim arises from actions taken by Registrar in order to comply with the RRA or any instruction given, or enforcement action taken, by Nominet pursuant to the RRA.

Nominet shall provide Registrar with prompt notice of any Registrar Indemnity Claim, and upon Registrar's written request, Nominet shall provide to Registrar all available information and assistance reasonably necessary for Registrar to defend the Registrar Indemnity Claim, provided that Registrar reimburses Nominet for Nominet's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar shall not enter into any settlement or compromise of the Registrar Indemnity Claim without Nominet's prior written consent, which shall not be unreasonably withheld. Registrar shall pay any and all costs, damages and expenses, including, but not limited to, reasonable legal fees and costs awarded against or otherwise incurred by Nominet in connection with or arising from any Registrar Indemnity Claim.

7.2. **Nominet's indemnity.** Nominet shall indemnify Registrar against any claim, suit, action or other proceeding brought against Registrar based on, arising from or related to a claim that the Shared Registry System infringes any third party Intellectual Property Rights (a **Nominet Indemnity Claim**), subject to Registrar:

7.2.1. providing Nominet with prompt notice of any Nominet Indemnity Claim; and

7.2.2. on Nominet's written request, providing to Nominet all available information and assistance reasonably necessary for Nominet to defend the Nominet Indemnity Claim, provided that Nominet reimburses Registrar for its actual and reasonable costs incurred in connection with providing such information and assistance.

Nominet shall not enter into any settlement or compromise of any Nominet Indemnity Claim without Registrar's prior written consent, which shall not be unreasonably withheld. Nominet shall pay any and all costs, damages and expenses, including, but not limited to reasonable legal fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any Nominet Indemnity Claim.

7.3. Representation and warranty. Each Party represents and warrants that:

7.3.1. if it is a corporation, it is duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation;

7.3.2. it has all requisite power and authority to execute, deliver and perform its obligations under the RRA;

7.3.3. the execution, performance and delivery of the RRA has been duly authorised; and

7.3.4. no further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the RRA.

7.4. Limitation of liability. Neither Party shall be liable under the RRA for any special, indirect, incidental, punitive, exemplary or consequential damages, loss of profits or business interruption. The aggregate liability of each Party under the RRA shall not exceed the lesser of: (i) the amount of Fees paid in the 12 months preceding the event that gave rise to the liability; or (ii) GBP10,000 (ten thousand pounds sterling).

7.5. Disclaimer of warranties. The Shared Registry System and all other items provided

by Nominet under the RRA are provided “as-is” and without any warranty of any kind. Nominet expressly disclaims all warranties and conditions, express or implied, including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third-party Intellectual Property Rights. Nominet does not warrant that the functions contained in any code it provides to registrars to interact with the Shared Registry System (**Supplied Code**) will meet Registrar’s requirements, that the operation of the Supplied Code will be uninterrupted or error-free or that defects in the Supplied Code will be corrected. Furthermore, Nominet does not warrant or make any representations regarding the use or results of the Supplied Code or related documentation in terms of their correctness, accuracy, reliability or otherwise. Should the Supplied Code prove defective, Registrar assumes the entire costs of all necessary servicing, repair or correction of Registrar’s own systems and software.

7.6. Nominet’s rights. Nominet may deny, cancel or transfer any registration or Operation, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- 7.6.1. to protect the integrity and stability of the Registry;
- 7.6.2. to comply with any applicable laws, government rules or requirements, requests of law enforcement agencies or any dispute resolution process;
- 7.6.3. to avoid any liability on the part of Nominet, its affiliates, subsidiaries, officers, directors and employees;
- 7.6.4. as a result of a breach of the RRA by Registrar; or
- 7.6.5. to correct mistakes made by Nominet or any registrar in connection with a Domain registration.

7.7. Nominet may also place a Domain on registry hold, registry lock, or similar status during resolution of a dispute.

## **8. Dispute resolution**

- 8.1. Disputes arising under or in connection with the RRA, including requests for specific performance, shall be resolved initially through negotiation between the Parties. If the dispute cannot be resolved through such negotiation, either Party may refer the dispute to an independent adjudicator appointed by the Centre for Effective Dispute Resolution (CEDR) under the CEDR Rules for Commercial Adjudication (or any replacement of it). Any costs of the adjudication, including any CEDR administration fee, will be split equally between the Parties, unless otherwise directed by the appointed adjudicator.
- 8.2. While a dispute referred to an adjudicator under clause 8.1 is being considered the Parties shall continue as if the RRA is still in full force and effect. Nominet may, however, impose reasonable restrictions on Registrar’s ability to use the Shared Registry System while the dispute is being considered by the appointed adjudicator

if Nominet has initiated the dispute due to a breach of the RRA by Registrar and provided those restrictions are reasonably relevant to the dispute. Those restrictions may include, but are not limited to:

- 8.2.1. degrading the responsiveness of any Registry Functions;
- 8.2.2. reducing any look-up thresholds or access to any Registry Functions; and/or
- 8.2.3. removing Registrar's ability to register new Domains.

8.3. No action taken by either Party or by any adjudicator considering a dispute under clause 8.1 shall affect either Party's legal rights, act as a block to any right or claim or act as an admission of anything, but while the RRA continues to operate in accordance with clause 8.2, both sides are bound by the RRA for that period (even if the decision is that the RRA is ended or should be ended).

## 9. Term and termination

9.1. Term of the RRA. The RRA shall commence on the Effective Date and continue for a period of 12 months then automatically extend for successive 12 month periods on each anniversary of the Effective Date unless terminated by either Party in accordance with the terms of the RRA (the **Term**).

9.2. Termination. Either Party may terminate the RRA:

- 9.2.1. if the other Party materially breaches the RRA and, if remediable, does not remedy the breach within thirty (30) days of receiving written notice of the breach from the non-breaching Party, by giving written notice to the other Party to terminate the RRA with effect from the date specified in the notice of termination;
- 9.2.2. at any time by giving the other Party no less than thirty (30) days' written notice of termination; or
- 9.2.3. if the other Party: (i) is declared insolvent or bankrupt; (ii) is subject to any insolvency-related proceedings; (iii) seeks any assignment for the benefit of its creditors; (iv) seeks the appointment of a receiver, liquidator or trustee of its property or assets; or (v) is liquidated, dissolved or wound up.

9.3. Effect of termination. On expiry or termination of the RRA for any reason:

- 9.3.1. Nominet will complete the registration of all Domains processed by Registrar prior to the effective date of expiry or termination, provided that Registrar has paid all Fees that are due;
- 9.3.2. Registrar shall immediately transfer its sponsorship of Domains to another Nominet-accredited registrar in compliance with any procedures established or approved by Nominet;
- 9.3.3. each Party shall immediately delete or destroy any Confidential Information of the Disclosing Party in its possession;
- 9.3.4. Nominet may contact any and all Registrants of Domains sponsored by Registrar to facilitate the orderly and stable transition of Registrants to other Nominet-accredited registrars; and

9.3.5. Registrar shall immediately pay any outstanding Fees.

9.4. Survival. On expiry or termination of the RRA, the following clauses of this Agreement shall survive: 3.5, 4.2, 4.4, 5, 7, 9.4, 9.5 and 10.10.

9.5. No liability for termination. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating the RRA in accordance with its terms.

## 10. Miscellaneous

### 10.1. Assignments.

10.1.1. Assignment to successor Registry operator. Nominet may assign the RRA to a subsequent operator of the Registry by giving Registrar written notice within sixty (60) days of the assignment, provided that the subsequent Registry operator assumes Nominet's obligations under the RRA.

10.1.2. Other assignments. Except as described in clause 10.1.1, neither Party may assign or transfer its rights or obligations under the RRA without the other Party's prior written consent, which shall not be unreasonably withheld.

10.2. Notices. Any notice or other communication required or permitted to be delivered to a Party under the RRA must be in writing and sent to the other Party by courier, recorded mail or email using the following contact details:

For Nominet: Legal Team at Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ or [legal@nominet.uk](mailto:legal@nominet.uk)

For Registrar: Registrar's contact details as recorded in its Account.

Notices shall be deemed delivered at the time of delivery if delivered by courier, at the recorded time of delivery if delivered by recorded mail and at the time of sending if delivered by email, provided that if the notice is delivered outside Working Hours, the notice shall be deemed delivered when Working Hours next begin.

10.3. Third-party rights. No person that is not a party to the RRA shall have any rights under the RRA pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.4. Relationship of the Parties. Nothing in the RRA shall be construed as creating an employment or agency relationship, partnership or joint venture between the Parties.

10.5. Force majeure. Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "**Force Majeure Event**"). If a Party's performance of the RRA is prevented or delayed by a Force Majeure Event, that Party shall be excused from performance of its obligations (other than payment obligations) for the duration of the Force Majeure Event, provided that it uses best efforts to remedy or mitigate the Force Majeure Event as soon as possible. The Party not affected by the Force Majeure Event may terminate the RRA with immediate effect by giving written notice to the affected Party if the

Force Majeure Event continues for more than six (6) months.

- 10.6. Variations. Nominet may vary the RRA at any time by giving **at least 30 days** written notice of the variation to Registrar, provided that Registrar may terminate the RRA by giving written notice to Nominet within 30 days of Nominet's notice of variation. If Nominet does not receive notice of termination from Registrar, Registrar shall be deemed to have agreed to the variation. No other variation of the RRA shall be effective unless agreed in writing and signed by both Parties.
- 10.7. Waivers. No failure or delay by either Party to exercise any power, right, privilege or remedy under the RRA shall operate as a waiver of that power, right, privilege or remedy; and no single or partial exercise or waiver of any power, right, privilege or remedy shall preclude any other or further exercise of that or any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim, power, right, privilege or remedy under the RRA, unless the waiver is expressly set out in writing and signed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 10.8. Entire agreement. The RRA constitutes the entire agreement between the Parties regarding the subject matter of the RRA and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, regarding the subject matter of the RRA.
- 10.9. Severance. If any provision or part-provision of the RRA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.9 shall not affect the validity and enforceability of the rest of the RRA.
- 10.10. Governing law and jurisdiction. The RRA shall be governed by English law and subject to the exclusive jurisdiction of the English courts, except that proceedings for enforcement of English court judgments shall be subject to the non-exclusive jurisdiction of the English courts.

# .UK REGISTRANT TERMS AND CONDITIONS

Policy Version: **DRAFT-20256-063**

## 1. Application of these terms and conditions

1.1. By instructing a Registrar to register a Domain on their behalf, the Registrant accepts Nominet's terms and conditions, which are comprised of:

- these terms and conditions;
- the Registry Policies; and
- the DRS Policy,

in each case as may be varied from time to time by Nominet.

## 2. Definitions

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

<b>Agreement</b>	The agreement between Nominet and the Registrant relating to registration of a Domain, as described in clause 1.1.
<b>Cancel, Cancellation, Cancelled, Cancelling</b>	Cancelling a Domain, which means the Domain will be deleted from the Registry, not work as part of a website or email and may be released for re-registration on a first come, first served basis.
<b>Contact</b>	Any person (natural or corporate) recorded in the Registry in association with a Domain, including the Registrant and administrative contact.
<b>Credentials</b>	A set of authentication information such as a username and a password and other types of identification used to gain authorised access to Nominet's systems.
<b>Data Protection Legislation</b>	All laws relating to protection of personal data that are applicable to processing of personal data in connection with the Agreement, including, but not limited to, the Data Protection Act 2018 and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).
<b>Domain</b>	A string registered within the Registry, which forms a part of an electronic address on the Internet and serves as a unique and specific identifier.
<b>Dispute Resolution Service</b>	The service operated by Nominet for the resolution of disputes concerning Domains, as described at <a href="#">domain disputes</a> .

<b>DRS Policy</b>	The policy and procedure of Nominet's <a href="#">Dispute Resolution Service</a> .
<b>Industry Good Practice</b>	The exercise of skill and diligence that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the provision of a domain registry.
<b>Nominet</b>	Nominet UK, a company limited by guarantee, incorporated in England and Wales with company number 3203859, whose registered office is at Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ, UK.
<b>Operation</b>	<p>Any communication between the Registrar and Nominet (or the Registrant and Nominet) entered into with the intention of:</p> <ul style="list-style-type: none"><li>• providing information to Nominet;</li><li>• obtaining a response from Nominet; or</li><li>• entering into a contract (either for the Registrar or Registrant) with Nominet.</li></ul>
<b>Personal Data</b>	Information that can be used to identify a natural person, as defined in the Data Protection Legislation.
<b>Registry Policies</b>	Nominet's .UK Registry Policies, which explain which Domains can and cannot be registered in the Registry and how they will operate, which can be found on Nominet's website at <a href="#">UK Policy</a> .
<b>Privacy Notice</b>	The public notice explaining Nominet's processing of Personal Data made available on Nominet's website at <a href="#">Privacy Notice - Nominet</a> .
<b>Proscribed</b>	A Domain that, in Nominet's sole discretion: (i) indicates, comprises or promotes a serious sexual offence; and (ii) there is no legitimate use of the Domain that could be reasonably contemplated.
<b>RDDS</b>	Registration Data Directory Services, which means any tools made available by Nominet to provide access to

confirm registration data (or a subset thereof) held within the Registry.

<b>Registry</b>	The authoritative, centralised database maintained by Nominet for .UK, containing the comprehensive record of all Domains registered within that top-level-domain, including associated contact and technical information which is essential for the resolution of Domains within the internet domain name system.
<b>Registrant</b>	The person (natural or corporate) who has the right to use a Domain and who is recorded in the Registry as the registrant of a Domain.
<b>Registrar</b>	A person (natural or corporate) who acts on behalf of the Registrant in the creation, renewal and other administration of a Domain and to whom Nominet allows access to its automated systems to access the Registry.
<b>Registration Agreement</b>	The agreement between Registrar and Registrant for the provision of Domain registration services.
<b>Registration Data</b>	<p>Details about Domains that are recorded in the Registry, including but not limited to:</p> <ul style="list-style-type: none"><li>• Contact role: Registrant, Administrative, Technical or Billing</li><li>• Contact details:<ul style="list-style-type: none"><li>○ full name (or role if applicable)</li><li>○ organisation name (if applicable)</li><li>○ postal address</li><li>○ email address</li><li>○ telephone number</li><li>○ fax number</li></ul></li><li>• record of whether Contact has given consent to the publishing of its name and address</li><li>• Domain configuration data</li><li>• name and contact details of the Registrar that sponsors the Domain</li><li>• any other information that Nominet is required to collect pursuant to applicable law.</li></ul>
<b>Special Status</b>	A configuration applied by Nominet that restricts Operations.

**UK Pricing Schedule** The schedule setting out the fees that Nominet charges for the administration of Domains, which is set out in full on Nominet's website at [UK pricing schedule](#).

### 3. Nominet's rights and obligations

3.1. Nominet will:

- 3.1.1. process a potential Registrant's application made via a Registrar to create or renew a Domain in accordance with the Registry Policies;
- 3.1.2. maintain overall ownership, control and responsibility for the Registry;
- 3.1.3. make changes to the Registry in accordance with the Registrant's instructions made via its Registrar to Nominet;
- 3.1.4. provide the technical operation of the name servers for the registry zones that Nominet operates and make entries in the appropriate zone file to delegate Domains in accordance with Industry Good Practice; and
- 3.1.5. provide an escalation path for the Registrant where a Registrar is not complying with its agreements with Nominet.

3.2. Nominet owns and shall retain all copyright, database rights and other intellectual property rights in the Registry.

3.3. Nominet may contact the Registrant directly from time to time where necessary for the management of the Registrant's Domain(s).

3.4. Nominet does not have to take any action in respect of the Registry or make any changes to the Registry until it is satisfied that it has received a valid request from the Registrant.

3.5. Nominet will be entitled to assume that any action requested using the Registrant's Credentials to login to Nominet's systems has been submitted by the Registrant or by someone authorised by them.

### 4. Registrant's rights and obligations

4.1. The Registrant acknowledges that:

- 4.1.1. the Registrar acts on behalf of the Registrant in creating and maintaining a Domain;
- 4.1.2. any communication to or from the Registrar to Nominet is taken as being to or from the Registrant;
- 4.1.3. the Registrant should always contact the Registrar regarding any queries or changes related to the Domain; and
- 4.1.4. Nominet processes Registration Data as described in Nominet's [Privacy Notice](#).

4.2. The Registrant is responsible for providing and updating accurate Registration Data

including technical and contact information to facilitate timely resolution of any problems that arise in connection with the Domain.

4.3. If the Registrant licenses use of a Domain to a third-party:

4.3.1. the Registrant shall remain the Registrant of record;

4.3.2. the Registrant shall remain responsible for providing and updating accurate Registration Data; and

4.3.3. the Registrant shall be liable for any harm caused by wrongful use of the Domain, unless it discloses the identity of the licensee and current contact information provided by the licensee within seven (7) days to a party providing the Registrant with reasonable evidence of actionable harm.

4.4. The Registrant must notify the Registrar and Nominet immediately regarding any legal proceedings concerning its Domain.

4.5. The Registrant acknowledges that a Domain is not an item of property, and that Nominet will not be bound by, or record on the Registry, any mortgage-related obligations.

4.6. The Registrant represents and warrants that:

4.6.1. to the best of the Registrant's knowledge and belief, neither the registration of the Domain nor the way it is directly or indirectly used infringes the legal rights of any third-party or any applicable law;

4.6.2. it (or its Registrar) has notified any third party whose Personal Data is to be held in the Registry as Registration Data in connection with its Domain(s) of Nominet's processing of Registration Data as described in clause 7;

4.6.3. any identity and contact information shared with Nominet (either directly or through the Registrar) comprised in Registration Data is correct and kept up to date;

4.6.4. its registration or use of the Domain does not infringe the intellectual property rights (for example, trademarks) of any person;

4.6.5. the alphanumeric characters that constitute the Domain are not Proscribed; and

4.6.6. it will not use the Domain for any unlawful purpose.

4.7. The Registrant shall indemnify Nominet against any and all losses, costs and expenses (whether direct or indirect) arising out of any breach by the Registrant of any of the warranties and representations in clause 4.6.

4.8. The warranties and representations in clause 4.6 and the indemnity in clause 4.7 shall continue to apply after the Domain has been created and shall not be affected by the Cancellation or transfer of the Domain.

4.9. The Registrant may contact Nominet directly with complaints when it believes that the Registrar has not acted or is not acting in accordance with the Registry Policies.

4.10. The Registrant must keep any Credentials or other piece of information used as

part of Nominet's security procedures confidential. Nominet has the right to disable any Credentials, at any time, if in its opinion its security procedures have been compromised.

## 5. Contact details

- 5.1. The Registrant shall provide to the Registrar correct, accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Domain registration in line with the Registry Policies. This means that the information must be good enough to allow Nominet to contact the Registrant quickly at any reasonable time, must not be deceptive, and must clearly identify the Registrant.
- 5.2. The Registrant's wilful provision of inaccurate or unreliable contact details, wilful failure to update contact details provided to the Registrar within seven (7) days of any change, or failure to respond for over thirty (30) days to inquiries by the Registrar concerning the accuracy of contact details associated with the Registrant's Domain shall constitute a material breach of the Registration Agreement and be a basis for cancelling and/or for placing the Domain into a Special Status.

## 6. Fees

- 6.1. The fee for creating and renewing a Domain is paid by the Registrant to the Registrar.
- 6.2. Nominet will charge the Registrar in accordance with Nominet's UK Pricing Schedule.
- 6.3. Nominet reserves the right to:
  - 6.3.1. not start any process until it has received the correct fee for the process;
  - 6.3.2. Cancel a Domain from the Registry without notice if debt relating to the Domain has not been paid and is past due date for payment; and
  - 6.3.3. not provide credit notes or refunds to a Registrant unless Nominet has made a significant mistake.

## 7. Use and disclosure of Registration Data

- 7.1. Nominet uses and discloses Registration Data, which may contain Personal Data relating to the Registrant and other Contacts, as described in the Privacy notice.
- 7.2. Nominet shall process Registration Data in compliance with its obligations under the Data Protection Legislation and other applicable laws.
- 7.3. The Registrant may obtain a copy of the Personal Data Nominet holds about it by contacting Nominet's data protection officer at [dpo@nominet.uk](mailto:dpo@nominet.uk) or Nominet UK, Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ. The Registrant may also ask its Registrar to confirm what Registration Data

Nominet holds in the Registry.

## **8. Cancellation and alteration of Domains**

8.1. Nominet may Cancel or put a Domain into a Special Status if:

- 8.1.1. in Nominet's sole discretion it believes that the Registrant or Registrar has failed to provide accurate and reliable contact details in accordance with clause 5.1;
- 8.1.2. in Nominet's sole discretion it believes that the Registrant or Registrar has failed to keep contact details up to date in a timely manner in accordance with clause 5.2;
- 8.1.3. in Nominet's sole discretion it believes the Domain is being used, or has a high risk of being used, in a way that is likely to endanger any part of the domain name system, other internet users (including but not limited to the distribution of viruses and malware, phishing activity or facilitating distributed denial of service attacks), or Nominet's systems and internet connections; or
- 8.1.4. the Registrant has breached any provision of the Agreement (including the Registry Policies and DRS Policy) and, if the breach is remediable, has not remedied the breach within 30 days of being notified by Nominet.

8.2. Nominet may (but does not have to) change the Registrant, delete, update or amend the Domain, put the Domain in a Special Status or prevent its renewal:

- 8.2.1. on instruction by the Registrant;
- 8.2.2. if Nominet reasonably believes that the changes to update the Registry or to correct any error, ambiguity or inaccuracy relating to the Domain registration (including any error in making the Domain available for registration or an error in a previous Cancellation of the Domain) would make the Registry more accurate;
- 8.2.3. to carry out a decision an expert has made pursuant to Nominet's Dispute Resolution Service; or
- 8.2.4. if Nominet receives a complete and valid court order which Nominet or the Registrant (or both) must obey, or if not making the changes the court orders would be a contempt of court by Nominet or the Registrant.

8.3. If the Registrant is a natural person, their Domain will be Cancelled if they die and the person legally appointed to deal with the Registrant's assets does not change the registrant of the Domain (either to themselves or someone else) within a year of the Registrant's death (or the end of their appointment, whichever comes first).

8.4. If the Registrant is not a natural person, the Domain will be Cancelled if it completes a liquidation or disbandment process or otherwise no longer exists, even if (where possible) it is later restored by an official or court order or decision.

## **9. Duration, renewal, change of registrant and transfer of domain to a new Registrar**

9.1. Nominet will register a Domain for a period between one (1) and ten (10) years in accordance with the Registry Policies. Instructions to create a Domain should be

given by the Registrant to the Registrar who will instruct Nominet.

- 9.2. The Registrant may renew its Domain at, or before, the end of its term in accordance with Nominet's renewals processes. Instructions to renew a Domain should be given by the Registrant to the Registrar who will instruct Nominet.
- 9.3. Failure by the Registrant to instruct the Registrar to renew the Domain in accordance with Registry Policies will result in the Registrar requesting deletion of the Domain.
- 9.4. Nominet may transfer its rights and responsibilities with respect to a Registrant's Domain to anyone else in Nominet's sole discretion.
- 9.5. The Registrant may request the Registrar change the Registrant of a Domain provided that the Registrar binds the new Registrant to the Registration Agreement and these terms and conditions subject to Registry Policies.
- 9.6. The Registrant may transfer a Domain between Registrars provided that it:
  - 9.6.1. follows the transfer process as documented in the Registry Policies; and
  - 9.6.2. agrees to the new Registrar's Registration Agreement.

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

- 10.1. Nothing in the Agreement limits or excludes either party's liability for fraudulent misrepresentation or death or personal injury caused by its negligence or any other liability that cannot be limited or excluded under applicable laws.
- 10.2. The creation or change of Registrant of a Domain does not constitute acknowledgement by Nominet that the Registrant has any rights in any words included in the Domain.
- 10.3. Nominet shall not be liable for:
  - 10.3.1. loss of profit, revenue or other type of economic loss (whether direct or indirect);
  - 10.3.2. loss of business or contracts;
  - 10.3.3. loss of expected savings or goodwill; or
  - 10.3.4. consequential or indirect losses arising out of or in connection with the registration of a Domain, including but not limited to:
  - 10.3.5. any mistake or missing information in the Registry; and
  - 10.3.6. loss of registration and/or use of the Domain for whatever reason and whether temporary or otherwise.
- 10.4. Implied terms are, to the fullest extent permitted by law, excluded from the Agreement.
- 10.5. Nominet's total liability to the Registrant under the Agreement or otherwise (including negligence) shall not exceed £5,000.

## 11. Term and termination

- 11.1. The Agreement comes into effect on the date of the relevant action as described in clause 1.1 and continues for as long as the Registrant is recorded in the Registry as a Registrant for a Domain.
- 11.2. The Registrant may terminate the Agreement by:
- 11.2.1. requesting via its Registrar that the Domain is deleted, following which the Domain will follow the deletion process as set out in the Registry Policies;
  - 11.2.2. completing the '~~C~~change of ~~r~~Registrant' process with its Registrar for someone else to become the Registrant for the remainder of the term of the registration of the Domain; or
  - 11.2.3. not renewing the Domain at the end of the term of the registration of the Domain, following which the Domain will follow the deletion process as set out in the Registry Policies.
- 11.3. Nominet may terminate the Agreement by Cancelling or altering the Domain in accordance with clause 8 with the effect that the Registrant is no longer recorded in the Registry as a Registrant for a Domain.
- 11.4. On termination or expiry of the Agreement this clause and clauses 3.2, 4.6, 4.7, 4.8, 7, 8.3, 8.4, 10, 12 and 13 shall continue in effect.

## 12. Notices

- 12.1. Except as set out in the DRS Policy, any notice in relation to the Registrant's Domain will be considered to have been served if hand-delivered or sent by prepaid post or by email to:
- 12.1.1. the Registrant or its Registrar at any postal or email address recorded in the Registry for the relevant Domain;
  - 12.1.2. Nominet at its registered office address or domainsupport@nominet.uk.
- 12.2. A notice will be deemed delivered on the date it was hand-delivered, three (3) days after being sent by prepaid post or on the date it was sent by email.

## 13. General

- 13.1. If a court rules that any provision of the Agreement is invalid, unenforceable or void, the remaining provisions shall continue in full force and effect.
- 13.2. A person who is not a party to the Agreement shall have no rights to enforce any provision of the Agreement.
- 13.3. Nominet may make reasonable changes to these terms and conditions, the DRS Policy and the Registry Policies at any time.
- 13.4. The Agreement, comprising these terms and conditions, the Registry Policies and the DRS Policy, forms the entire agreement between the Registrant and Nominet in relation to the Domain, and replaces all previous contracts, understandings and

representations about the Domain, whether oral or written.

13.5. No failure or delay by Nominet to exercise any right or remedy provided for in the Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.6. The Agreement and any dispute or claim arising out of or in connection with the Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

# .UK PROXY POLICY

**Policy Version: ~~DRAFT~~-20256-063**

## 1. Introduction

1.1. This .UK Proxy Policy (**Policy**) governs Registrars' provision of Proxy Services.

1.2. In this Policy the following terms have the meanings set out below:

<b>DRS</b>	Nominet's Dispute Resolution Service.
<b>Proxy Service</b>	A service offered by Registrars whereby a Registrant may provide Nominet with a third parties contact details in relation to their .uk Domain, subject to the provisions set out in this Policy.
<b>Proxy Service Contact Information</b>	The third-party contact information provided in lieu of the Registrant contact data.
<b>Proxy Service Registration</b>	Any Domain a Registrar registers pursuant to this Proxy Service Policy.

1.3. Any capitalised terms used but not defined in this Policy have the meaning given to them in the Registry-Registrar Base Agreement or other document comprising the .UK RRA.

## 2. Proxy Service

2.1. All Registrars in good standing may apply to provide a Proxy Service.

2.2. Registrars must apply to Nominet before they provide a Proxy Service by emailing the compliance team (registrars@nominet.uk) including details of how the Registrar

intends to fulfil its obligations under this Policy.

- 2.3. Registrars must market Proxy Services fairly. Registrars must not mislead Registrants into buying a Proxy Service by making false claims that their contact data will be made public by default and that a Proxy Service is therefore required to protect their privacy.

### 3. Proxy details and use

~~3.1 Any Registrar wishing to provide Proxy Services must inform Nominet of the proxy name and contact information it will be using via EPP organisation mapping and EPP organisation Extension linked to each Proxy Service controlled object.~~

- 3.1. Registrars must submit Proxy Service Contact Information to Nominet in compliance with all applicable Registry Policies.
- 3.2. Registrars must opt to disclose Proxy Service Registration data to allow the publication of data on the RDDS.
- 3.3. Registrars must promptly forward on to the Registrant any correspondence it receives using the Proxy Service Contact Information.

### 4. Registration Data

- 4.1. The Registrar must retain full, accurate and validated details for all Registrants in compliance with all applicable Registry Policies for whom it has made a Proxy Service Registration. For avoidance of doubt these details must not be details for another proxy or privacy service of any sort.
- 4.2. The Registrar must promptly provide Nominet with the following information on a quarterly basis:
  - 4.2.1. the total number of Proxy Service Registrations it has made;
  - 4.2.2. breakdown of its Proxy Service users by geographic area and city/town; and
  - 4.2.3. abuse statistics in relation to its Proxy Service Registrations – including complaint numbers, suspensions and involvement in the DRS.
- 4.3. Nominet may, not more than once in any 12-month period, audit the accuracy of a sample of the Registration Data. The Registrar must provide Nominet with the underlying Registration Data when requested by Nominet. Any such audit will be carried out by Nominet's compliance team, unless the Registrar at its own cost engages a reputable third-party audit provider to carry out the audit and report its findings to Nominet.
- 4.4. Registrars must demonstrate to Nominet's reasonable satisfaction that the underlying Registration Data is secure and will be accessible by Nominet in the event of the Registrar's business failure for any reason. This obligation could be satisfied either by use of an escrow provider or provision to Nominet of a credible

Proxy Service incident plan or wider business continuity plan.

## 5. Disclosure of Registration Data

- 5.1. Any Registrar offering a Proxy Service must provide 24/7 support to Registrants to whom you provide the proxy service and provide underlying Registration Data to Nominet or any of the UK law enforcement agencies listed in Nominet's Criminal Practices Policy within one (1) working day.
- 5.2. If any Proxy Service Registration is subject to a DRS process, the Registrar must provide Nominet with the relevant underlying Registration Data within two (2) working days.

# .UK Transactional Reporting Policy

Policy version: **DRAFT-20256-073**

## 1. Introduction

- 1.1. This .UK Transactional Reporting Policy (Policy) governs the publishing of monthly .UK registrar transactions by Nominet.
- 1.2. In this Policy the following terms have the meanings set out below:

**EPP** Extensible Provisioning Protocol, which is a protocol used by registrars to communicate with the Registry for managing Domains and related data. All updates to the Registry including through the web interface utilise EPP.

**Transactions Report** A report of .uk registrar transactions as described in section 4 of this Policy.

- 1.3. Any capitalised terms used but not defined in this Policy have the meaning given to them in the Registry-Registrar Base Agreement or other document comprising the .UK RRA.

## 2. Publishing of Transactions Reports

- 2.1. Nominet will aim to publish publicly a Transactions Reports in respect of each calendar month ~~before the end of the following calendar month~~ at [URL tbc].

2.2. The Transactions Reports shall be withheld until three (3) months after the end of the month to which the report relates.

### 3. Purposes and benefits of publishing Transactions Reports

3.1. The Transactions Report will:

- 3.1.1. help the industry and wider community evaluate the health, competitiveness, security and stability of the .UK Registry eco-system;
- 3.1.2. allow for transparent comparison of .UK against generic top-level domains based on ICANN’s published data formats; and
- 3.1.3. support and inform Registry Policy discussions relating to the health of the .UK Registry.

### 4. Transactions Report definition

- 4.1. The report is published in a comma separated-value formatted file named “uk-transactions-yyyyymm.csv”. yyyy represents the year and mm represents the calendar month the report refers to.
- 4.2. The first line of the report includes the field names as defined below. The last line of the report includes totals for each column across all registrars; the first field of this line is “Totals”.

Field #	Field name	Description
01	registrar-name	Registrar’s full name and Accreditation
02	iana-id	Where a registrar is ICANN accredited, the IANA ID of the registrar.
03	total-domains	total domains under sponsorship in any EPP status but pendingCreate that have not been purged.
04	total-nameservers	total name servers (either host objects or name server hosts as domain attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged.
05	net-adds-1-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
06	net-adds-2-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of two (2) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of three (3) years (and not deleted within the add

		grace period). A transaction will be reported in the month the add grace period ends.
08	net-adds-4-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of four (4) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
09	net-adds-5-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of five (5) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
10	net-adds-6-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of six (6) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
11	net-adds-7-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of seven (7) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
12	net-adds-8-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of eight (8) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
13	net-adds-9-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of nine (9) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
14	net-adds-10-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of ten (10) years (and not deleted within the add grace period). A transaction will be reported in the month the add grace period ends.
15	net-renews-1-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.

16	net-renews-2-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
17	net-renews-3-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
18	net-renews-4-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
19	net-renews-5-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
20	net-renews-6-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
21	net-renews-7-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
22	net-renews-8-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or

		auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
23	net-renews-9-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction will be reported in the month the renew or auto-renew grace period ends.
25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction will be reported in the month the transfer grace period ends.
26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were rejected (e.g., EPP transfer op="reject") by the other registrar.
27	transfer-losing-successful	number of domain transfers initiated by another registrar that were successfully completed (either explicitly or automatically approved)
28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar rejected (e.g., EPP transfer op="reject").
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened).
30	transfer-disputed-lost	number of transfer disputes this registrar lost (reported in the month where the determination happened).
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened).

32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion will be reported in the month the name is purged.
33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion will be reported in the month the name is purged.
34	restored-domains	domains restored during reporting period.
35	restored-noreport	total number of restored domains for which a restore report is required by the registry, but the registrar failed to submit it.
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests.
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted.
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests.
39	attempted-adds	number of attempted (both successful and failed) domain create commands.

# .UK REGISTRATION POLICY

Policy Version: **DRAFT-20256-063**

## 1. Introduction

1.1. This .UK Registration Policy (Policy) governs the registration of Domains in the .UK namespace with specific rules for those directly administered by Nominet.

1.2. The following terms used in this Policy have the meanings set out below:

**Third-Level Domain** A Domain registered under a Second-Level Domain listed in clause 1.4 (excluding .uk). For example, nominet.co.uk would be a Third-Level Domain, whilst co.uk would be the second-level domain it is registered within.

**Zone** A specific independently managed portion of the DNS hierarchical namespace.

1.3. Any capitalised terms used but not defined in this Policy have the meaning given to them in the Registry-Registrar Base Agreement or other document comprising the .UK RRA.

1.4. Nominet directly administers the .UK country-code Top-Level Domain (ccTLD) and the following Zones within the .UK ccTLD:

<b>Zone</b>	<b>Intended use</b>	<b>Advisory or mandated usage policy?</b>
.uk	For those who wish to be associated with the United Kingdom	<a href="#">Advisory</a>
.co.uk	Commercial entities and purposes	<a href="#">Advisory</a>
.org.uk	Not-for-profit entities	<a href="#">Advisory</a>
.me.uk	Personal names	<a href="#">Mandated- Clause 6</a>
.ltd.uk	Private limited companies	<a href="#">Mandated - Clause 7</a>
.plc.uk	Public limited companies	<a href="#">Mandated - Clause 7</a>
.net.uk	Internet service providers' infrastructure	<a href="#">Mandated - Clause 8</a>
.sch.uk	Schools use only	<a href="#">Mandated - Clause 9</a>
.nic.uk	Exclusively for Nominet's use as Registry operator	<a href="#">Mandated - Clause 10</a>

1.5. The following Zones have been delegated to and are administered by other entities as trustees:

<b>Zone</b>	<b>Intended use</b>	<b>Administered by</b>
.ac.uk	Higher and further education and research institutions	Jisc Services Ltd
.gov.uk	National, regional and local government bodies and agencies	Government Digital Service, Department of Science, Innovation and Technology, HM Government.
.mod.uk	Military and related purposes	The Secretary of State for Defence, HM Government

.mil.uk	Military and related purposes	The Secretary of State for Defence, HM Government
.nhs.uk	National Health Service	NHS England
.parliament.uk	Parliament of the United Kingdom	Parliament of the United Kingdom

Trustees may operate the Zones directly or via a technical partner such as a registry services provider.

## 2. Nominet administered Zones

- 2.1. Nominet maintains a reserved Domains list which contains Domains that cannot be registered.
- 2.2. Nominet may check all Domains for compliance with this Policy either before or after a Domain is registered or renewed. If the Domain does not meet the requirements in this Policy, then Nominet may reject the application, registration or renewal of the Domain.

## 3. .uk

- 3.1. Domains registered in .UK are intended to be used for those who wish to be associated with the United Kingdom.
- 3.2. The sale of Third-Level Domain registrations to unrelated third parties is prohibited.

## 4. .co.uk

- 4.1. Domains registered in .co.uk are intended to be used for commercial purposes.

## 5. .org.uk

- 5.1. Domains registered in .org.uk are intended to be not-for-profit or public service enterprises. These may include, as non-exhaustive examples, charities, trades unions, political parties, community groups, educational councils and professional institutions.

## 6. .me.uk

- 6.1. The .me.uk Zone is intended to provide a personal namespace within the .UK ccTLD. Unless clause 6.3 applies, Registrants of .me.uk Domains must be, and remain at all times, a natural person (“Qualifying Person”), and shall not be recorded in the Registry as being the agent, trustee, proxy or representative for any person or entity (whether having an individual legal personality or not) that is not a Qualifying Person.
- 6.2. Unless clause 6.3 applies, no registration, transfer, renewal or change may be requested to a .me.uk Domain which would be in breach of clause 6.1, and Nominet may reject any such request. If any such action is requested and does occur, Nominet may reverse that action at any time in addition to any other rights

Nominet may have within the .UK Registry-Registrar Agreement or otherwise.

- 6.3. Where, as a result of Nominet's .UK dispute resolution service or judicial proceedings (of relevant jurisdiction) a .me.uk Domain is to be transferred to a person who is not a Qualifying Person, Nominet shall permit the transfer to, and continued registration by, the transferee provided that no use is made of that .me.uk Domain for any purpose for as long as the transferee holds the Domain.
- 6.4. To prevent a breach of clause 6.1, Nominet may put the Domain into a Special Status e.g. by blocking the entry of any nameservers onto the record for that Domain.
- 6.5. The transferee under clause 6.3 will be able to transfer the Domain to a Qualifying Person, in which case the specific restrictions imposed under that clause will cease to apply.

## 7. Registered company domains .ltd.uk and .plc.uk

- 7.1. No Third-Level Domain shall be registered in either the .ltd.uk or .plc.uk Zone unless all the requirements of this section are met.
- 7.2. All Registrants wishing to register a Domain in the .ltd.uk or .plc.uk Zone must:
  - 7.2.1. be incorporated companies (not partnerships of any type or unincorporated companies) listed on the Register of Companies (**Names Register**) at Companies House under the Companies Act 2006 as amended from time to time; and
  - 7.2.2. be entitled to use 'Limited', 'cyfyngedig', 'ltd.' or 'cyf' in their corporate name to register a Domain in the .ltd.uk Zone; or
  - 7.2.3. be entitled to use 'Public Limited Company', 'Cwmni cyfyngedig cyhoeddus', 'Plc.' or 'ccc'. in their corporate name to register a Domain in the .plc.uk Zone.
- 7.3. Applications for Domains in the .ltd.uk and .plc.uk Zones must state the full name of the company as registered and the company registration number. The applicant must be prepared to provide proof of the company's incorporation if requested by Nominet.
- 7.4. If Nominet becomes aware that the Registrant company has changed its name, been dissolved, or is otherwise removed from the list of active names on the Names Register, it may transfer, cancel, suspend or amend the Domain in accordance with the .UK Registrant Terms and Conditions. Nominet will send notice in accordance with the .UK Registrant Terms & Conditions unless the Registrant company has been removed from the list of active names on the Names Register, in which case Nominet shall have no obligation to send such notice.
- 7.5. No Domain shall be registered in either the .ltd.uk or .plc.uk Zone unless the Third-Level Domain can be derived from the official company name of the applicant using the algorithm in clause 7.7. If the algorithm does not generate a Domain

permitted by this Policy, the application to register a Domain will be refused.

7.6. The algorithm set out in clause 7.7 is intended to assist in converting a company name to a Domain capable of registration within either the .ltd.uk or .plc.uk Zone. The algorithm is not guaranteed to generate a Domain capable of registration with Nominet and may only produce a Domain that is still in an inappropriate format or has already been registered. In these cases, Nominet will not register the Domain.

7.7. The following steps must all be carried out in the order below.

7.7.1. The following terms or abbreviations must be removed from the end of the company's name:

- limited
- public limited company
- cyfyngedig
- cwmni cyfyngedig cyhoeddus
- ltd
- plc
- ccc

7.7.2. Each occurrence of the characters "&" and "+" must be replaced by the word "and".

7.7.3. All punctuation marks and currency symbols must be removed.

7.7.4. Any marks on or around the letters must be removed, for example accents, leaving only the "base letter", i.e. the letter without any marks in or around the letter.

7.7.5. If the company name begins with the phrase 'the' it may be removed.

7.7.6. If the company name ends with any of the following words or phrases, they may be removed:

- company
- cwmni
- and company
- a'r cwmni

and any abbreviation of these (such as "co", "and co", or "cpy").

7.7.7. All remaining spaces must either be removed or changed to hyphens (one hyphen per continuous string of spaces).

## 8. .net.uk

8.1. No Third-Level Domain shall be registered or renewed in the .net.uk Zone unless all the requirements of this section are met.

8.2. The .net.uk Zone is reserved for the network information centre (NIC) and network operation centre (NOC) computers, administrative computers, and network node computers of network providers.

8.3. Registrants in the .net.uk Zone must be internet service providers (ISP).

Notwithstanding the Registry Policies, no Domain shall be registered in the .net.uk Zone unless, in Nominet's reasonable opinion, the applicant is an ISP and the Domain registered is the same as or a similar variant of the applicant's name.

8.4. Without prejudice to any other test that Nominet may apply, the applicant shall only be deemed to be an ISP if the applicant is either;

- a company listed on the Register of Companies at Companies House under the Companies Act 2006 as amended from time to time;
- a partnership as defined by the Partnership Act 1890, Limited Liability Partnerships Act 2000 or a sole trader;
- a United Kingdom government department, local government body, or associated government funded organisation;
- a recognised academic institution geographically located in the United Kingdom; or
- a charity on the Register of Charities at the Charity Commission in the United Kingdom;

and the applicant:

- is listed as a local internet protocol (IP) address registry with a regional IP address registry; or
- has an autonomous system containing hosts in the United Kingdom that is listed with a regional IP address registry and that is continuously or at all reasonable times reachable from major internet exchange points.

8.5. Domains registered in the .net.uk Zone may only be used in the manner set out in this Policy. Nominet may transfer, cancel, suspend or amend a Domain if it believes it is not being used in accordance with this Policy.

8.6. The Domain must not be used in connection with any service provided by the Registrant on behalf of any other entity. For example, the Domain must not be used as part of another entity's email address or URL.

## **9. .sch.uk**

9.1. The rules that apply to applications for Domains in the .sch.uk Zone are set out in the .UK Schools Domain Name Policy.

## **10. .nic.uk**

10.1. The .nic.uk Zone is exclusively for the use of Nominet as the Registry operator.

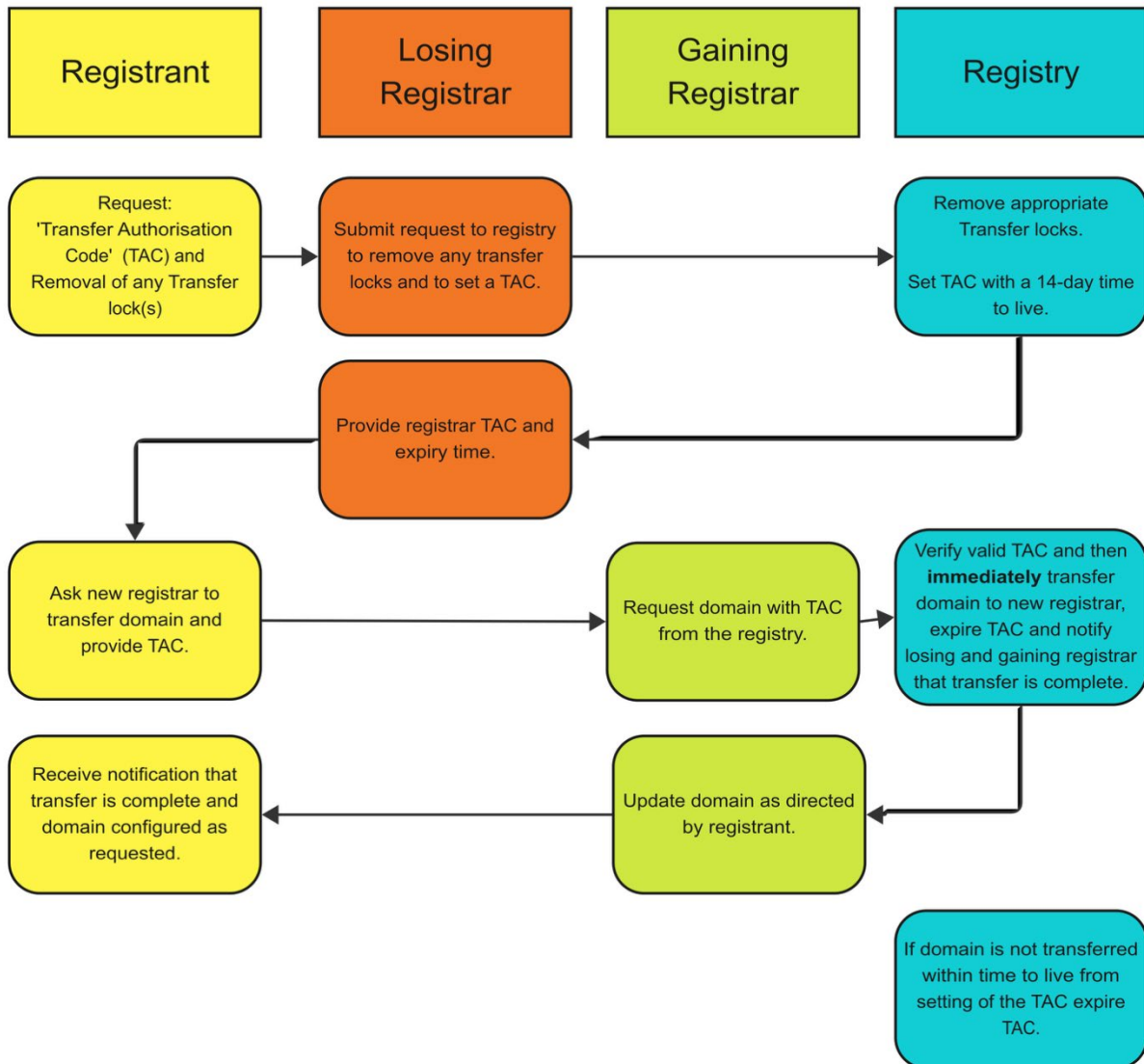
# .UK Inter-registrar Transfer Policy

1. **Policy version DRAFT-20246-063**
2. This document sets out the inter-Registrar transfer policy for the .UK top level domain.
3. It is a fundamental policy principle for the registry that Registrants may choose from a competitive Registrar market to register or maintain their domains and must be able to move between Registrars accordingly.
4. Registrant request transfer authorisation code from losing Registrar.
  - 4.1. To transfer a domain between Registrars, a Registrant must ask the losing Registrar to:
    - 4.2. Set and provide them with a Transfer Authorisation Code. Any request to set a new Transfer Authorisation Code will also be a request to expire any existing transfer authorisation codes.
    - 4.3. Remove any Registrar set transfer locks on their domain before requesting the gaining Registrar to transfer the domain.
5. Losing Registrars must when asked to transfer a domain:
  - 5.1. Ensure the request is authentic from their Registrant.
  - 5.2. Remove any transfer locks that the Registrar has set on the domain at no charge within 5-days when asked to do so by the Registrant – unless the Registrar can show the lock is in place to prevent a case where they reasonably believe domain name abuse is taking place and/or to adhere to other registry policies.
    - 5.2.1. For the avoidance of doubt, a Registrar imposing a transfer lock without consent of the Registrant after create, update or transfer in of a domain or its associated objects where there is no other evidence of domain name abuse or breach of policy is not allowed. Consent may be provided within a registrar's terms and conditions, but any terms may not restrict the registrants right to removal of the lock in accordance with registry policy.
  - 5.3. Set a Transfer Authorisation Code at the registry for the domain.
  - 5.4. Provide the Transfer Authorisation Code to the Registrant within 5-days at no charge.
  - 5.5. Retain records, which must be made available to Nominet's compliance team in a transfer dispute or audit of compliance, pertaining to the provision of the Transfer Authorisation Code for 15 months including:
    - 5.5.1. Timestamp of Transfer Authorisation Code being sent.
    - 5.5.2. Communication method of the Transfer Authorisation Code.
    - 5.5.3. Who the Transfer Authorisation Code was provided to.
6. The registry will set a Time To Live (TTL) on any Transfer Authorisation Code that is created. Only one Registrar set Transfer Authorisation Code may exist at a time on any one domain.
7. The Registrant:
  - 7.1. May request that the transfer is done:
    - 7.1.1. without renewal, provided the gaining registrar supports incoming transfer without renewal, except if the domain is in the auto renew grace period; or
    - 7.1.2. With renewal of a period of 1-10 years except where that would result in an

- expiry date of more than 10 years in the future.
- 7.2. Must:
- 7.2.1. agree to the gaining Registrars' terms and conditions of service including binding to current registry policies and Registrant Terms and Conditions.
- 7.2.2. request the transfer of the domain by providing a valid Transfer Authorisation Code to the gaining Registrar.
8. The gaining Registrar must:
- 8.1. bind the Registrant to their terms and conditions and the registry policies and Registrant Terms and Conditions and be able demonstrate this to Nominet's compliance team.
- 8.2. submit a transfer request to the registry:
- 8.2.1. including the Transfer Authorisation Code.
- 8.2.2. only request a renewal with transfer if the Registrant has requested the renewal period. For the avoidance of doubt registrars are free to charge for incoming transfers whether a renewal is requested or not.
- 8.2.3. If the domain is in the auto renew grace period, the registrar must request a minimum of one year renewal for the transfer to be accepted.
9. The Registry will immediately upon receipt of a transfer request:
- 9.1. Verify that:
- 9.1.1. no locks exist on the domain to prevent transfer;
- 9.1.2. the Transfer Authorisation Code for the domain is valid.
- 9.2. Provided the verification in preceding step is OK, move the domain immediately to the new Registrar:
- 9.2.1. If the Registrar did not request renewal, the domain will transfer with no charge from the Registry to the Registrar.
- 9.2.2. If the Registrar requested a renewal the appropriate renewal term will be processed as part of the transfer.
- 9.2.3. If the domain is in the auto renew grace period, the auto renewal will be cancelled resulting in only the renewal requested as part of the transfer request being charged.
- 9.2.4. Expire the Transfer Authorisation Code from the domain.
10. The registry will if it has not received a transfer request in 154-days from the time the Transfer Authorisation Code was set, expire the Transfer Authorisation Code.
11. Complaints regarding inter-Registrar transfers
- 11.1. A complaint may be made to Nominet by a Registrant against the losing Registrar if:
- 11.1.1. the losing Registrar fails to remove a transfer lock and/or provide a Transfer Authorisation Code to a Registrant in accordance with this policy.
- 11.1.2. The losing Registrar does not take reasonable steps to ensure the authenticity of a request to provide a Transfer Authorisation Code; and/or provides the Transfer Authorisation Code to an unauthorised third party.
- 11.2. A complaint may be made by the losing Registrar to Nominet as to the legitimacy of an inter-registrar transfer
- 11.2.1. The losing Registrar may dispute an inter-registrar transfer which has completed on behalf of, and with the consent of, the Registrant by raising a complaint with Nominet.
- 11.2.2. The outcome of any compliance investigation into any complaint under this policy may result in the Registry:
- 11.2.2.1. Upholding the status quo.
- 11.2.2.2. Putting a domain into the state the Registrant intended.
- 11.2.2.3. Suspending a Registrar's Accreditation for breach of policy.

11.2.2.4. Terminating a Registrar’s Registry-Registrar Agreement for breach of policy.

## Inter-Registrar Transfer Process - instant transfers.



# .UK Registry-Registrar Lifecycle Policy

1. Policy version: **DRAFT-20246-063**

2. The registry operates a lifecycle with Registry Grace Periods as follows:
  - 2.1. Add Grace Period (subject to add grace period limits policy): 5 days.
  - 2.2. Renew Grace Period: 5 days
  - 2.3. Transfer Grace Period: 5 days
  - 2.4. Auto-renew Grace Period: 45 days
  - 2.5. Redemption Grace Period: 30 days
  - 2.6. Pending Delete Grace Period: 5 days.
3. Transfer Lock on registration, transfer or change of registrant
  - 3.1. The registry will not apply a transfer lock on registration, transfer or change of registrant.
    - 3.1.1. Registrars may and are encouraged to utilise transfer locks as a matter of good security practice but where they do so must remove them at the Registrants request in accordance with the .UK Inter-Registrar Transfer Policy.
4. Notice to Registrants of Fees and Procedures
  - 4.1. Registrars must make their renewal fees reasonably available to Registrants and prospective Registrants at the time of registration of a domain.
  - 4.2. At a minimum, these fees must be clearly displayed on the Registrar's website and a link to these fees must be included in the Registrar's registration agreements. Registrars who do not offer or provide Registrar services through a website must at least include the fees in their registration agreements.
    - 4.2.1. Additionally, Registrars must ensure that these fees are displayed on their resellers' websites.
5. Domain cancellation
  - 5.1. If a Registrant wishes to cancel their domain, they may do so at any time subject to registry policies.
  - 5.2. To cancel a domain a Registrant must do so via their Registrar, requesting the deletion of their domain.
  - 5.3. Registrars must:
    - 5.3.1. Reject cancellation requests for any domains with a 'server delete prohibited' lock.
    - 5.3.2. Process properly authorised domain cancellation requests from a registrant within 5 days by requesting the registry to 'delete' the domain.
  - 5.4. The registry will:
    - 5.4.1. Provided a domain is not subject to a delete prohibition place a deleted domain into the Redemption Period.
    - 5.4.2. If the domain is not restored within the Redemption Period put the domain into a pending delete grace period.
    - 5.4.3. At the end of the pending delete grace period purge the domain from the registry.
6. Expiration Reminder Notices
  - 6.1. Registrars are required to notify Registrants of their expiry date at least as follows:
    - 6.1.1. Approximately one month prior to expiry;
    - 6.1.2. Approximately one week prior to expiry;
    - 6.1.3. If not renewed by the Registrant with the Registrar before expiry at or within 5 days after expiry.
    - 6.1.4. If a change of Registrant occurs at or after one month before expiry the new Registrant must be notified of the expiry date.
  - 6.2. Registrars must describe the methods used to deliver pre- and post-expiration reminder notifications to Registrants.
    - 6.2.1. If a Registrar offers registration and renewal via a website the information must be displayed there.

6.2.2. This description should generally include communications channels/media that will be used and identification of the point of contact to which the notices will be transmitted (e.g., email to Registrant, telephone call to administrative contact, postal mail to customer, etc.).

6.2.3. Registrars' registration agreements must include either a similar description of its notification methods or a link to the applicable page(s) on its website where this information is available.

6.2.4. Additionally, Registrars must ensure that these communication methods are described on their resellers' websites.

## 7. Renewals

7.1. A Registrar must not renew a domain without the explicit consent of a Registrant. A Registrar is offered, by the registry, the benefit of the auto-renew grace period to receive that consent.

7.2. Failure by the Registrant to consent to the renewal of a domain, shall in the absence of extenuating circumstances, result in the deletion of the domain by the end of the auto-renew grace period by the Registrar (although the Registrar may choose to delete the name earlier).

7.2.1. Extenuating circumstances are defined as:

7.2.1.1. Dispute service action

7.2.1.2. Valid court order

7.2.1.3. failure of a Registrar's renewal process (which does not include failure of a Registrant to respond),

7.2.1.4. the domain is used by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver),

7.2.1.5. the Registrant is subject to bankruptcy proceedings, payment dispute (where a Registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a Registrant disputes the amount on a bill),

7.2.1.6. domain subject to litigation in a court of competent jurisdiction

7.2.1.7. other circumstance as approved specifically by Nominet.

7.3. Where the Registrar chooses, under extenuating circumstances, to renew a domain without the explicit consent of the Registrant, the Registrar must maintain a record of the extenuating circumstances associated with renewing that specific domain for inspection by Nominet.

7.4. In the absence of consent to renew by the Registrant or extenuating circumstances, a Registrar must request deletion of a domain within the auto-renew period.

7.4.1. A Registrar may achieve compliance with this requirement by configuring their accreditation at the registry to auto-delete at the end of the auto-renew period and triggering manual renewals for all renewed domains.

7.5. Registrars are not required by registry policy to interrupt the DNS resolution path during the auto-renew grace period of an expired domain. However, if the Registrar directs web traffic to the domain to a web page while the domain is still renewable by the Registrant, that web page must conspicuously indicate that the domain is expired and provide renewal instructions.

7.6. Registrars shall provide notice to each new Registrant describing the details of their deletion and auto-renewal policy including the expected time, at which a non-renewed domain would be deleted relative to the domains expiration date, or a date range not to exceed ten (10) days in length. If a Registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the Registrant of the changes as it would to inform the Registrant of other material changes to the registration

agreement.

7.7. If the Registrar operates a website for domain registration or renewal, details of the Registrar's deletion and auto-renewal policies must be clearly displayed on the website.

7.8. Beginning at the time of expiration and through to the end of the Redemption Grace Period the Registrant at the time of expiration must be permitted by the Registrar to renew the expired domain.

## 8. Renew Grace Period

8.1. Only one Renew Grace Period can apply to a domain.

8.2. Domains in Renew Grace Period can be renewed but in doing so that confirms the acceptance of the early end of any existing Renew Grace Period.

8.3. A registrar may un-renew a domain during the Renew Grace Period.

8.3.1. In the event an un-renew returns the domain to an expiry timestamp in the past, the domain will be treated as having entered the Auto-Renew Grace period at the expiry timestamp as if it had never had a Renew Grace Period.

## 9. Redemption Grace Period

9.1. The registry offers a Redemption Grace Period immediately following the deletion request of a domain, during which time the deleted domain may be restored at the request of the Registrant by the Registrar that deleted it. Domains deleted during the registry add-grace period are not subject to the Redemption Grace Period.

9.2. During the Redemption Grace Period, the registry disables DNS resolution and prohibits updates. The registry will also clearly indicate in its Registration Data Directory Service result for the domain that it is in its Redemption Grace Period.

9.3. Registrars must permit the Registrant to restore a deleted domain during Redemption Grace Period for no additional charge other any outstanding renewal fees.

9.4. The registry restore fee will be ~~zero pounds (GBP 0)~~ as set out in the [.UK Pricing Schedule](#).

9.5. Registrars must not restore domain to assume rights, use or sell the domain for themselves or a third-party that is not the Registrant.

10. Impact of disputes. If a domain which is the subject of a Registration dispute is deleted or expires during the Registration dispute, the complainant in the dispute will have the option to renew or restore the domain under the same commercial terms as the Registrant. If the complainant renews or restores the domain, the domain will be placed in clientHold and clientTransferProhibited status, the RDDS contact information for the Registrant will be removed, and the RDDS contact entry will indicate that the domain is subject to dispute. If the complaint is terminated, or the dispute finds against the complainant, the domain must be deleted within 45 days. The Registrant retains the right under the existing Redemption Grace Period provisions to recover the domain at any time during the Redemption Grace Period and retains the right to renew the domain before it is deleted.