

Registrar Terms and Conditions

JISC APPROVED REGISTRAR TERMS AND CONDITIONS

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

PART ONE – DEFINITIONS

1. Definitions

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

| DEFINITIONS | MEANING |
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| Agreement or Registrar Agreement | these terms and conditions; |
| Applicable Law | any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body; |
| Business Day | every day excluding Saturdays, Sundays and any national holidays throughout the United Kingdom; |
| Charges | the charges payable to Jisc for the Services as set out on the Jisc website at https://www.jisc.ac.uk/domain-registry [1]; |

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| <p>Confidential Information</p> | <p>secret or confidential commercial, financial, marketing, technical or other information including (without limitation) information in or relating to Intellectual Property Rights in any form or medium whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) of this information (and “confidential” means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);</p> |
| <p>Contact</p> | <p>the names, postal addresses, telephone numbers and email addresses of any individuals provided by any individual in relation to a domain name registration, such as the details of the Registrar, Registrant or an administrative contact;</p> |
| <p>Data Protection Legislation</p> | <p>any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data, including EC Directive 95/46/EC (the DP Directive), the Data Protection Act 1998 (the DPA) and Privacy and Electronic Communications (EC Directive) Regulations 2003 (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018).</p> |
| <p>Force Majeure Event</p> | <p>any event outside the reasonable control of either party affecting its ability to perform any of its responsibilities (other than payment) under this Agreement including Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, services, raw materials or other goods or services; a failure by any of Jisc’s sub-contractors will not however be a Force Majeure Event unless such failure is itself due to a Force Majeure Event;</p> |
| <p>GDPR</p> | <p>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;</p> |

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| <p>Intellectual Property Rights” or “IPR”</p> | <p>patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;</p> |
| <p>Janet Policies</p> | <p>the Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated or renamed by Jisc from time to time and which are published by Jisc on its website (with each being referred to as a “Janet Policy”;</p> |
| <p>Personal Data</p> | <p>as given to it in the Data Protection Legislation;</p> |
| <p>Register</p> | <p>the database of those domain names in and immediately under the top level domains operated by us (including but not limited to ac.uk, gov.uk, gov.scot, gov.wales, llyw.cymru);</p> |
| <p>Registrant</p> | <p>the person who is recorded on the Register as being the one that the registration of a domain name is 'for', and for these purposes also means applicants who have not yet entered into a contract with us but want to do so;</p> |
| <p>Registrar</p> | <p>someone who has entered into this Agreement which allows them to access Jisc’s automated systems and register, renew and manage domain names on behalf of their customers: the Registrar is appointed by the Registrant to deal with Jisc on the Registrant’s behalf;</p> |
| <p>Regulatory Body</p> | <p>any of those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Jisc and "Regulatory Body" will be construed accordingly;</p> |
| <p>Service(s)</p> | <p>the domain registry service provided by Jisc upon the terms of this Agreement;</p> |

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| Systems | our automated registry systems for Registrars, such as the Domain Registry Portal (which may include any service or system for which we require users to enter into a separate contract); |
| System Instructions | our instructions for Registrars on the proper use of our Systems, the way they work, the type, format, quality, layout and structure of data that they accept or should have and related things such as the use of any issued identifiers and access controls, which we publish on our website from time to time; |
| Terms and Conditions of Domain Name Registration | the terms and conditions under which Registrants may register domain names with us as published on our website from time to time; |
| Transaction | any communication between you and us (or the Registrant and us) entered into with the intention of: <ol style="list-style-type: none"> 1. providing information to us; 2. obtaining some sort of response from us; or 3. entering into an agreement (either for you or Your Customer) with us; and Transact shall be interpreted accordingly; |
| Jisc, us, we, or our | Jisc, a company limited by guarantee number 05747339 and a registered charity number 1149740 of One Castlepark, Tower Hill, Bristol, BS2 0JA; |
| You, your | the person, firm, organisation or company who enters into this Agreement with Jisc; |
| Your Customer | means the Registrant that you are an agent for. |

1. Recognition and promises as to authority to act

1. Subject to the terms of this Agreement, we recognise you as being a Registrar and therefore able to act as an agent for Your Customers (which can include you). This Contract contains some limits on what you can do for Your Customer.
2. We may require Your Customer to Transact with us only via you, or to attempt to deal with you first, or to receive notices via you. However we reserve the right to deal directly with Your Customer and we may set out situations where you have no power to act for Your Customer or where the power you have is limited.

3. We may require you, acting reasonably, to send communications from us to Your Customer on our behalf, provided that you will not have to send any such information if you are legally unable to do so.
4. In relation to Your Customer we will recognise you as having authority to act for that Registrant if:
 1. for an existing registration, the Register records you as being the appointed Registrar;
 2. the Transaction you are requesting is one which Registrars are allowed to request for their Registrants (see clause 2.2);

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

1. In relation to clause 2.4.1 note that if you have more than one identifier with our Systems (for example, more than one account in the Domain Registry Portal), our System Instructions may require that you use a specific identifier for a specific task (for example, if domain name 'a' is linked to a particular account you may be required to use that same account to make any alterations, even if you also have a second account).
2. You must not misrepresent to a Registrant, or potential Registrant, the rules and processes for registering new domains, in particular those around eligibility for domain names as published on our website at <https://www.jisc.ac.uk/domain-registry> [1]. (These rules will change over time and you must regularly check which are the most recent versions and comply with them).
3. You promise us that in respect of every Transaction request you make:
 1. you have the authority of the Registrant to make that request and (if applicable to a particular transaction) specific authority from the Registrant to fully commit them to all the terms of the contract or obligations connected with that request;
 2. the request for the Transaction is not prohibited by clause 3.4 (Transactions you must not request);
4. If you are in breach of any of the promises in clause 2.7 and Jisc or its contractors or agents later suffer loss caused in whole or in part upon our reliance on those promises, you will pay us back for those losses, including any damage to our reputation, and the reasonable costs of any investigation, litigation or settlement. If you are only partly responsible, you would only have to pay the proportion for which you are responsible.

1. Submitting Transactions

1. All Transactions must be submitted to Jisc through the Domain Registry Portal. Transactions sent by any other means will not be acted upon.
2. You must comply with the System Instructions and any appropriate Policy in force at the relevant time. (These Policies and System Instructions will change over time as our systems develop and you must regularly check which are the most recent versions and comply with them).
3. You are responsible for all Transactions submitted to Jisc using your identifiers and credentials. You have a responsibility to keep any identifiers and other credentials used to access our Systems secure. You may not disclose or transfer them to another person, firm, organisation or company without authorisation from us. If you believe this has occurred, you must report this to us as soon as possible.
4. You must not request a Transaction if any of the following apply or you have reason to believe that they apply:
 1. you know, or reasonably should know, that some or all of the information

- provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;
2. some or all of the Registrant identity information does not meet the requirements of the System Instructions;
 3. the Registrant you identify to us in the Transaction has not instructed or requested you (directly or indirectly) to act on its behalf or does not exist;
 4. the System Instructions or Policies prohibit making that Transaction on behalf of the Registrant;
 5. you no longer have authority to Transact with us on behalf of the Registrant;
 6. the service requested is one for which we require Registrants to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have not received positive confirmation that they are aware of, and accept in full, the current terms and conditions we offer for that service or Transaction at the date of the request for it;
 7. your account in the Domain Registry Portal does not entitle you to submit such a Transaction; or
 8. you are aware that the Transaction is criminal in nature or is likely to further criminal activity.
5. Unless clauses 2.2 (limits on your authority) or 3.4 (Transactions you must not request) apply or the System Instructions require otherwise: you must request the relevant Transaction (as set out in the System Instructions) promptly if:
1. our Customer provides you with a name or contact information which is different from those recorded on the Register, whether or not Your Customer asks you to update the Register;
 2. you are aware that there is duplicate information on the Register in relation to Your Customer that can be amalgamated or improved; or
 3. we inform you that the Transaction is required (for example, we tell you that the Registrant information you provided is formatted wrongly, is inaccurate or is out of date and ask for it to be corrected).

2. Charges and Payment

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

3. Intellectual Property Rights

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

4. Warranties and Your Obligations

1. You warrant to Jisc that you have the legal right and authority to enter into this Agreement and to perform your obligations under this Agreement.

2. You warrant that you are not knowingly engaged in, and will not knowingly during the term of this Agreement engage in, any business, relationship, contract or other activity which damages or tarnishes, or is likely to damage or tarnish, the reputation of Jisc.

5. Confidentiality

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

6. Data Protection

1. Each party will comply with its obligations under the Data Protection Legislation in respect of its processing of Personal Data received from the other party.
2. Each party will ensure that any Personal Data it discloses to the other party has been collected or otherwise obtained in accordance with Data Protection Legislation.
3. Each party shall be responsible for ensuring that the transparency requirements of the Data Protection Legislation with respect to its own processing of the Personal Data (including the disclosure of the Personal Data to the other party) are met. The receiving party shall be responsible for ensuring those transparency requirements with respect to its own processing of the Personal Data received from the other party are met.

1. Liability

1. Nothing in this Agreement will limit or exclude:
 1. the liability of either party for death or personal injury arising out of its negligence, or for its fraud;
 2. the liability of either party under a breach of Clause 7 (Confidentiality), or
 3. the liability of either party under Clause 8 (Data Protection).
2. Subject to Clause 9.1, in no circumstances will either party be liable to the other party for:
 1. any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect); or
 2. for any indirect, special or consequential loss arising out of or in connection with this Agreement,

whether or not that party had been advised or, or knew of, the likelihood of that loss or type of loss arising.

1. Without prejudice to Clause 9.2 and subject to Clause 9.1, Jisc's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with this Agreement or its subject matter will not exceed the total Charges paid during the 12 months immediately preceding the date on which the claim arose.
2. Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

1. Term

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

2. Termination

1. Either party may terminate this Agreement by giving to the other party not less than 30 days' written notice of termination.
2. Without prejudice to your rights and remedies or those of Jisc, either party may terminate this Agreement immediately by giving the other party written notice:
 1. in the event of a material breach of this Agreement by the other party which is incapable of remedy;
 2. in the event of a material breach by the other party which is capable of remedy but which the other party fails to remedy within 20 Business Days (or such other period as agreed between the Parties) of having been notified of such breach; or
 3. if the other party suffers or undergoes an Insolvency Event.
3. Jisc may suspend accounts in the Systems and ultimately remove the Registrar from lists of approved registrars after a period of inactivity or for any breach of this Agreement or if it decides, in its sole discretion, that continued membership of the relevant Registrar is not in the legitimate interests of other Registrars, the reputation of Jisc, or the efficient operation of the Domain Registry Service.
4. The rights to terminate this Agreement given by this Clause 12 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

3. Consequences of Termination

1. On the expiry or termination of this Agreement:
 1. all rights and obligations of the parties under this Agreement will automatically terminate except for such rights of action as will have accrued prior to the date of termination or expiry;
 2. within 30 days following the termination of this Agreement for any reason you must pay to Jisc any Charges in respect of the Services provided to you before the termination of this Agreement.

without prejudice to the parties' other rights.

1. At your reasonable request following the termination of this Agreement we may at Our discretion agree to a fixed short period of no longer than 90 days during which you may

continue to access our Systems solely for the purpose of assisting Your Customers in moving their domain name registrations and other services to new service providers.

2. On the expiration or termination of this Agreement, Clauses 1 (Definitions), 7 (Confidentiality), 8 (Data Protection), 9 (Liability), 12 (Consequences of Termination), 18 (Third Parties), and 20 (Governing Law) of this Agreement will continue notwithstanding termination.
1. **No Partnership or Agency**
 1. Nothing in this Agreement shall constitute a partnership between the parties. Neither party has any authority to enter into any agreement with, or commitment to, others on behalf of the other party or in its name.
2. **Assignment**
 1. This Agreement is personal to the parties, neither of whom may assign any of their rights or benefits under this Agreement without the prior written consent of the other party.
3. **Severability**
 1. If any provision of this Agreement, including in particular any limitation, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.
4. **Force Majeure**
 1. Notwithstanding anything herein to the contrary but subject to Clause 17.2, neither party will be liable for any delay or failure in performance of any part of this Agreement, (other than for payment obligations set out in Clause 4), to the extent such delay or failure is attributable to a Force Majeure Event.
 2. Each party which is prevented from carrying out its obligations as a result of a Force Majeure Event will notify the other party immediately and will agree an action plan with the other party, to mitigate the effects of the Force Majeure Event on the provision of the Services in accordance with this Agreement.
 3. If performance of the obligations of either party is substantially prevented for a continuous period of 10 Business Days or more by virtue of any Force Majeure Event then the non-defaulting party may terminate this Agreement, without any liability, by giving the other party written notice.
5. **Changes to the Agreement**
 1. Jisc reserves the right to amend these terms and conditions without the prior agreement of each Registrar registered in the Scheme. Any such changes will be notified to Registrars at least 30 days before they take effect.
6. **Third Parties**
 1. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
7. **Waiver**
 1. No forbearance or delay by either party in enforcing its rights under this Agreement will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be waiver of any other right or of any later breach.
8. **Governing Law**

This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

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Links

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