

## **TERMS AND CONDITIONS**

Councils awarding us with the contract to build and maintain their website are deemed to have accepted these Terms and Conditions that are supplied with the initial enquiry, quotation and your order. These Terms and Conditions are also displayed on our website including appendices and any subsequent revisions. We reserve the right to amend this document without prior consultation.

### **General**

Subject to copyright, the content of the website is owned by the Council. We are not responsible in any way whatsoever for the content of the website.

We act as a facilitator to the Council in that we manage the domain, the hosting and place content on the site under the instructions of the Council.

The work that we carry out is specified on our Website Updating Schedule which is available on our website and is subject to the costs shown therein. Any work that is not specified in the schedule is considered an extra and charged at the published rate or an agreed rate in special cases.

### **Design and Build**

Upon receipt of instructions from the Clerk to proceed we will register the chosen domain name and set-up the hosting for the site. If you already have a domain name this will need to be transferred and the process for this will be explained. If a site already exists on the domain we will discuss with the Council the options available with regard to moving the content to the new site. Please note that we do not take over third party websites.

The site will be built to your instructions and we will advise if any proposals are likely to prevent the site from working correctly, breach legislation or generate accessibility issues.

All material supplied for the website whether it be text, graphics or photographs must be owned by the Council or be used with the full permission of the copyright owner. The Council will be responsible for any breaches of copyright resultant from materials that they have supplied.

During the design and build process the Council will be invited, from time to time, to monitor the progress of the website at a private location. When the design phase is finished the Council will be asked to approve the work and once accepted the site will enter the Build Phase. The Council has the right to make two separate changes to the design within the fee.

We reserve the right to use the site for promotional purposes.

## Updating

The website is owned by the council, we act as an agent/webmaster carrying out the instructions of the council as requested by the Clerk. mh-p should not be considered “managers” however we may, from time to time, advise the council, in good faith, of situations where the website fails to meet known legislation.

All updating is carried out under our Updating Plans, a copy of which can be found on our website.

We expect documents for the website to be sent to us by email. The website should be treated as a Notice Board and documentation should be made available to the public within the prescribed timescales.

All documents for the website and instructions for amendments or additions must be sent by the Clerk.

All documents must be sent to us in one of the following proprietary formats:

Microsoft Word (.doc or .docx)

Microsoft Excel (.xls)

Adobe PDF. (.pdf)

We can also handle DTP files created by Adobe In-Design and Microsoft Powerpoint.

We reserve the right to reject documents submitted

(a) in formats other than those mentioned above

(b) on paper

(c) as jpg photographs

We may make a supplementary charge for the additional work involved in processing the documents that do not conform.

## Makeover Agreement

Every five years we will, at your request, perform a free makeover to your website.

To your instructions we will change images, text content, colour scheme and update the technology to our latest specification. In some cases there may be a charge to update the core technology of the website and we will clarify this on request.

In order to qualify for the makeover councils must adopt the following procedure:

1. There must be no outstanding invoices on your account.
2. The terms of the makeover, detailed here, must be presented to the council in line with the requirements of the Accountability and Transparency Code of Practice.
3. Acceptance of the terms of the makeover must be minuted in line with the requirements of the Accountability and Transparency Code of Practice.
4. Copies of the Agenda and Minutes should be sent to us together with a letter signed by the Chairman and the Clerk accepting our terms. This is deemed to be the date that the makeover commences.
5. In the event that the council decides to terminate the makeover agreement the council agrees to pay a cancellation fee equivalent to £50 for each year, or part thereof, that the makeover agreement has to run.
6. This makeover agreement is supplementary to and does not affect your rights to terminate as described in **Your Right To Terminate**

## Accounting and Finance

We will open an account for the council at <http://www.mh-p.net> where the Clerk will be able to manage the Council's account, view the services we provide and check renewal dates etc.

All our invoices are sent out electronically as PDF attachments. Invoices can be paid by cheque, bank transfer or credit card through our website at <http://www.mh-p.net> by logging in to the Council's account.

Once we accept the order we will invoice the Council for domain name registration and hosting as applicable. We do not take deposit payments but we do expect prompt payment (within 30 days) of all our invoices. Ordinarily the Council will be invoiced when the website is completed and signed-off by the Clerk on behalf of the Council.

We only accept instructions to proceed and acceptances from The Clerk, but on the Clerk's instruction we will design and build the website to the specification of a member of the Council.

We allow a period of 90 days from the receipt of the Council's purchase order or purchase letter/email to complete the design and build process. In the event that the Council has not provided all the materials necessary for us to complete the design phase we will present a design of our own and we reserve the right to invoice and be paid the full amount of the design phase.

We allow a further period of 90 days from the Council's acceptance of the Design and the start of the Build Phase to complete the website. In the event that the Council has not provided all the materials necessary for us to complete the site in that time period we reserve the right to invoice and be paid the full amount of the build phase together with costs of any extra pages or bolt on services.

When the site is approved by the Council and goes live the Council will be invoiced for the first year of updating and then annually on the same date thereafter. Councils who wish to split their annual updating fee into two payments to coincide with the receipt of their precept may elect to do so but we must be advised before the site is goes live.

In the event that we take our instructions from a member of the Council which is subsequently revealed as being opposed to the views of the Council we will only act upon the instructions of the Clerk and any changes required may be chargeable.

## Customer Service Level Commitment

Any customer who experiences any difficulty with the services that we provide may contact us by telephone or email and receive a response within two hours and a decision within three working days.

## Complaints Procedure

Having lodged a complaint and where this complaint involves a UK domain. If the customer is not satisfied with our response we escalate the matter to Nominet to arbitrate within 3 working day.

## Abuse eMail

If a customer is in receipt of abusive email traffic the emails should be forwarded, complete with header, to [abuse@mh-p.net](mailto:abuse@mh-p.net)

## Duration of Agreement

Our services are covered by a rolling agreement which automatically renews annually. Customers are invoiced 28 days prior to the end of the period and are expected to pay on or before the due date for the forthcoming year. We reserve the right to withdraw any and all of our services on the renewal date without notice. Customers forfeit all rights under this agreement until their account is in credit and any outstanding invoices cleared.

## Your Right To Terminate

If the Council wishes to terminate the agreement during the design and build period or at any point before the site goes live the Council will be liable for the full design and build cost including any extra pages and bolt-on services.

If, after the website has gone live, the Council raises an issue with the website or our services they must provide written details of their complaint which we will attempt to resolve or provide a reply within 3 days. If the Council seeks advice from a 3<sup>rd</sup> party we must be shown the advice and given an opportunity to comment. We cannot be held responsible for actions of 3<sup>rd</sup> parties which affect the workings of the website that are completely out of our control.

In the event that an amicable resolution is not forthcoming, the Council must give 30 day's notice in writing to terminate the agreement subject to the provisions detailed under **Duration of Agreement**

If the council wishes to move the website to another supplier the Council must give 30 day's notice and provide the IPSTAG for the new registrar. In the event of termination the Council will forfeit any monies paid in advance for domain name registration, website hosting and website updating and any outstanding balances must be cleared. We will provide, on request, a CD-Rom containing all the website content and files which the Council may use on its new website. The copying of content from a website created by ourselves for use on a new website is prohibited. (See **Copyright**)

At the end of the 30 day notice period or when any outstanding accounts have been cleared (whichever is the latter) we will transfer your domain to a registrar of your choice.

## **Our Right To Terminate**

In the event that we wish to terminate the agreement we will, under normal circumstances, give the Council 90 days notice and will continue to update the website until the end of the term unless the Council decides to terminate the agreement sooner. Councils will be refunded any balance outstanding on their updating agreement from the end of the notice period but forfeit any hosting period still remaining. Domain names will be transferred to a new registrant when we are notified of the new registrars IPSTAG.

In the unlikely event that the Council does not open a dialogue with us with a view to resolving any issues we reserve the right to reduce the notice of termination to 30 days. In such circumstances Councils will lose the right to claim any refunds whatsoever and will forfeit any hosting period still remaining. Domain names will be transferred to a new registrant when we are notified of the new registrars IPSTAG.

During the end-of-agreement period whilst we continue to update the website but we will not carry out any chargeable work.

## **Copyright**

Any and all materials supplied by the Council or its agents must be copyright cleared. If the Council does not own the material it must obtain clearance from the owner to use the material.

We will not be held responsible for any breaches of copyright from the use of material supplied by the Council or its agents.

As the hosting company, if we are informed that any material breaches copyright we will take down the website until the Council is able to resolve the issue.

Unless otherwise agreed in writing, we retain the copyright of the design whilst the Council retains copyright of the content.

It is possible that some content is delivered to the site using applications owned by ourselves or licensed to us by a third party and is therefore not transferable.

You may not use materials produced by us in any other form without our prior agreement. You will be in breach of our copyright if you attempt to move our site to another supplier.

In the event of termination and at our discretion, you may be given the opportunity to purchase the copyright on the design of the website for a fee to be determined.

## ***APPENDIX – Nominet Terms and Conditions of Domain Name Registration - effective from 4 May 2014***

### **Change in terminology**

Since these terms and conditions were written the words "agent", "registration agent" and "tag holder" have been replaced with the single term **registrar**. This has been done to standardise the terminology used across all of our communications. In the Terms and Conditions of Domain Name Registration below these original words are still used.

#### **Warning:**

**By registering a domain name ending in .uk (with some very limited exceptions), you enter into a contract of registration with us (Nominet UK) on the following conditions, which includes conditions limiting our liability and relating to our use of your personal information. This contract is just for the domain name and separate to any arrangement you may have with any other organisation for providing internet services.** For an explanation of the meaning of the endings of .uk names, see the rules on our website at [www.nominet.org.uk](http://www.nominet.org.uk)

We are a not-for-profit company limited by guarantee, generally performing these services on a cost-recovery basis, and we cannot investigate what rights you have to register or use the **domain name**. So, we think it is reasonable for us to limit our liability in certain respects so that we may continue to offer our services in the interests of the whole internet community.

This contract includes the [DRS policy](#), the [DRS procedure](#) and the [rules](#). You can get copies of these from our website or from us. Other policies we refer to do not form part of this contract and may change at any time.

### **Definitions**

1. The following words marked in **bold** will have specific meanings in this contract.

**'agent'** – Someone who may act on your behalf to deal with us, which will be shown in the **WHOIS**. Only certain people qualify, and they are known as 'tag-holders'. See our website for a list.

**'cancel'** – Cancelling this contract and your **domain name** are the same thing. The contract ends. The **domain name** will be deleted, will no longer work as part of a website or e-mail, and will be released to be registered again under our **rules**.

**'consumer'** – You are a consumer if **you** are an individual not registering, using or planning to use the **domain name** as part of a business, trade or profession.

**'correct'** – This means that the information must be good enough to allow us to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify you. For your name this also means that the information must be detailed enough that we can tell exactly who you are (in legal terms, exactly which legal entity we have this contract with).

**'domain name'** – An internet domain name ending in .uk and under one of the second level domains (such as .co.uk, .me.uk or .org.uk) operated by us.

**'DRS policy', 'DRS procedure'** – The policy and procedure of our dispute resolution service.

**'EEA'** – The European Economic Area, which includes most European countries. Countries outside the EEA may not have strict laws to protect personal information.

**'name servers'** – Computers that provide specific translation information in the domain name system.

**'notify'** – Serving notice to you, your **agent**, authorised representative, contact (see condition 5.5) or **us** (see condition 36).

**'personal data'** – Any information about an identifiable living person (for example, your name, address or phone number).

**'proscribed'** – That the **domain name** in **our** sole discretion would on the face of it (i) tend to indicate, comprise or promote a serious sexual offence and (ii) that there is no legitimate use of the **domain name** which could be reasonably contemplated.

**'PRSS'** – A service provided under strict contract to some people based in the **EEA** which allows them to search **WHOIS** data differently, but not to use it for marketing purposes.

**'register'** – Our record of domain names and details about you, your **agent** (if you have one) and other information we need.

**'registry'** – The single organisation which holds all records for domain names with the same ending (we run **'uk'**) and operates the **name servers** for that domain.

**'rules'** – Our rules which explain which domain names can be registered and which cannot.

**'special status'** – Various special states your **domain name** may be in, such as suspended or 'detagged'. See our website for details. This will normally mean that you will remain listed as the person who has registered the **domain name** but the **domain name** itself will not work, and may mean that other actions with the **domain name** are blocked.

**'WHOIS'** – A system which provides public information about **domain names**. See our website for details and how to use the **WHOIS**.

2. Also in this contract, the following words have special meanings but will not be put in bold.

**'conditions'** – includes all parts of the contract, not just those that lawyers call conditions.

**'we', 'us', 'our'** – Nominet UK (company number 3203859). See condition 35.

**'you', 'your'** - The person who is entering into this contract with us and who the **domain name** will be registered for.

## What we will do

3. We are the **registry** for the **.uk** domain and we will carry out the general duties that we believe (after wide consultation) a modern, neutral and not-for-profit **.uk registry** should.

This includes (among other things):

3.1 processing your application to register or renew a **domain name** in the light of our **rules**, and your right (see condition 20) to renew;

3.2 maintaining overall ownership, control and responsibility for the **register**;

3.3 if we are listed as your **agent** or if it would be inappropriate for you to ask your **agent** to act (see condition 5) making changes to the **register** at your request or providing information about the **.uk** domain name system;

3.4 if the **domain name** is not in a **special status**, entering details about the **domain name** into **our name servers**; and

3.5 publishing procedures for you to renew the **domain name** and for recording a transfer, surrender or change of agent for the **domain name**.

## What you must do

4. **You** have various responsibilities set out generally in this contract. **You** must also:

4.1 give and keep us **notified of your correct** name, postal address and any phone, fax or e-mail information and those of your contacts (if you appoint any, see condition 5.2). This duty includes responding quickly and correctly to any request from us to confirm or correct the information on the **register**;

4.2 **notify** us at once about any court proceedings which involve the **domain name**; and

4.3 **notify** us of the details of **name servers** for the **domain name** which you are allowed to use and which respond promptly and correctly about the **domain name** at all reasonable times.

## Agents, representatives and security

5. For the security of your **domain name** we have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.

5.1 We do not have to take any action, or make any change to the **register**, until we are satisfied that we have received a valid request from the right person.

5.2 You will help us with our security checks, provide any identification or documentary evidence we reasonably ask for, and allow us to keep copies of those documents for our files.

5.3 If you have an identifier (for example, a password, a token, personal information or a code) to use with us or our systems, you must keep it secret and safe because we will be allowed to assume that any action done or asked for using that identifier or a product of it was done or asked for by you or by someone authorised to act for you. We will be entitled to enforce procedures for dealing with lost, cancelled or insecure identifiers.

5.4 Your **agent** acts on your behalf in registering and maintaining the registration of the **domain name** so that, unless the matter relates to something covered by condition 5.6 below, any communication to or from your **agent** is taken as being to or from you. You should always contact your **agent** first with any request or question about your **domain name** or changes to it, as we will only act if we are satisfied that your **agent** cannot or will not. Be aware that your **agent** may be entitled to discounts on **our** fees so it may be cheaper for you to go through them.

5.5 We may also specify other types of authorised representative or contact whose instructions we will accept in certain cases, what types of instructions they can give us, and whether they can take your place if we need to **notify** you. If you **notify** us that you want someone to represent you, you are giving them power to act and us power to act on their instructions and (if this applies) **notify** them instead of or as well as you.

5.6 We will publish on our website from time to time certain activities which your **agent** is not allowed to do on your behalf or where we want to deal with you directly (or both).

## Fees and payment

6. We are a not-for-profit organisation so our fees (see our website) reflect the cost of the work we do. To make sure that every person who registers a domain name pays their fair share of the costs of running the central **registry**, we:

6.1 may make a charge for any of the services we provide under this contract, as long as (where only we can provide the service) we believe the fee is set at a not-for-profit cost-recovery level only;

6.2 do not have to start any process, including any change to the **register**, until we (not just your **agent**) have received (within any time limit) any fee for that action and any other fees that have not been paid for the **domain name** or things done with it – it is your duty to make sure that we are paid and that there is enough information with the payment to make sure that we know which **domain name** it relates to;

6.3 may cancel the **domain name** without further notice if any debt relating to the **domain name** remains unpaid after the deadline we have set; and

6.4 unless condition 24 or 34 applies, or we have made a significant mistake, will not provide credit notes or refunds.

## Your promises and indemnity

7. By entering into this contract you promise that:

7.1 you (or your **agent**) have the permission of any person whose **personal data** is to be held on **the register** in line with condition 11;

7.2 any identity and contact information you (either yourself or through your **agent**) send us must be **correct**;

7.3 you will send us the information needed under condition 7.2 as soon as possible, through your **agent** if possible, and you will keep them up to date;

7.4 by registering or using the **domain name** in any way, you will not infringe the intellectual property rights (for example, trademarks) of anyone else;

7.5 you are entitled to register the **domain name**;

7.6 the alphanumeric characters which constitute the **domain name** are not **proscribed**; and

7.7 that **you** will not use the **domain name** for any unlawful purpose.

8. Unless you are a **consumer**, you will pay us (including the current or past members of our Board of Directors) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that you have broken any of the promises in condition 7.

9. Our right to rely on the promises in condition 7 and indemnity in condition 8 will continue to be available after the **domain name** has been registered and will not be affected by the cancellation or transfer of the **domain name**.

## Nature of domain names and the register

10. A domain name is not an item of property and has no 'owner'. It is an entry on our **register** database reflected by **our nameservers** which we provide as part of this contract. As a result:

10.1 we will not be bound by, or record on the **register**, any mortgage-related obligations;

10.2 we own and keep all copyright and database rights in the **register**; and

10.3 you should not rely on the registration or continued registration of the **domain name** until we confirm that any application you make has completed and you confirm that your **correct** name is recorded in the **register** for the **domain name**.

## Personal data

11. We will make your **personal data** available in the following ways, but not release it for any other purpose to any other person. We may:

11.1 include it on **the register**;

11.2 include it on the **WHOIS** (which is also available outside the **EEA**) and **PRSS**. For these purposes we will publish your name and (unless you are a **consumer** and choose to opt out) your address, but not your phone or fax number or e-mail address;

11.3 if they ask in writing, give your **personal data** to people with a legitimate reason for asking for it (based on the exemptions in the Data Protection Act 1998 or similar laws that replace or follow it), including government or law enforcement agencies;

11.4 give your **personal data** to your current or proposed **agent** (or both); and

11.5 use it as set out in the **DRS policy** and **DRS procedure**.

12. You may write to us to ask for a copy of the **personal data** we hold about you, or you can look at the **WHOIS**, or you can ask your **agent**. Please note that if, at any point, we discover that you are not a **consumer**, we may automatically cancel your opt-out (see condition 11.2) without **notifying** you.

13. By registering a domain name you agree to us using your **personal data** as explained in conditions 11 and 12.

## The dispute resolution service

14. You agree to be bound by:

14.1 the [DRS policy](#) and [DRS procedure](#); and

14.2 if there is a dispute, the version of the **DRS policy** and **DRS procedure** (available on **our** website) which applies at the time that proceedings under the dispute resolution service start, until the dispute is over.

15. We (including in this case our directors, officers, staff of all types and any expert) will not:

15.1 be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service, unless the act or lack of action is shown to have been in bad faith; and

15.2 be asked or forced to reveal information or materials which we gained as a result of the informal mediation stage of the dispute resolution service, unless ordered by a court with relevant

jurisdiction.

## cancelling or altering the domain name

16. We may **cancel** or put the **domain name** into a **special status** by **notifying** you if:

16.1 we receive independent proof that you have provided significantly inaccurate, not **correct**, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all;

16.2 you have broken any part of condition 7 or 8;

16.3 the **domain name** is being used in a way that is likely to endanger any part of the **domain name** system or our systems and internet connections; or

16.4 you have broken any of the conditions (including the **rules**, **DRS policy** and **DRS procedure**) and (in the case of a matter which it is possible to put right and which is not covered by condition 6.3, 16.1 to 16.3 or 17) you do not put it right within 30 days of us **notifying** you.

17. We may (but do not have to) transfer, cancel, alter or amend the **domain name**, put it in a **special status** or prevent its renewal:

17.1 on your instructions (including the absence of instructions to renew - see condition 20), or by someone apparently acting for you (see condition 5);

17.2 if we reasonably believe that the contact details on the **register** for you are so inaccurate or false that we would not be able to **notify** you of the change;

17.3 if we reasonably believe that the changes to update the **register** or to correct any error, ambiguity or inaccuracy relating to the **domain name** registration (including any error in making the **domain name** available for registration or an error in a previous cancellation of the **domain name**) would make it more accurate;

17.4 if you withdraw your permission to having your **personal data** displayed on the **WHOIS** or **PRSS** (not including cases where a **consumer** is using the opt-out);

17.5 to carry out the decision an expert has made under our dispute resolution service; or

17.6 if **we** receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.

18. If you are an individual, this contract will end if you die and the person legally appointed to deal with your assets after you die does not transfer the **domain name** (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).

19. If you are not an individual, this contract will end if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.

## Duration, renewal and transfer

20. Unless ended earlier under this **contract** or we are given different instructions, we will enter your **domain name** on the **register** for two years. Some agents are authorised to enter your domain name on the register for a number of years from one year to ten years. You can ask your agent for further details of this. If we receive your renewal request and fee in the standard format by the deadline we set, and in line with the conditions of this contract generally, you will have the right to enter into a new contract with us on the same standard conditions that we are then offering to people registering

new domain names. The specific procedure which applies to renewals is set out on our website, or you can ask your **agent**.

21. We may transfer our rights and responsibilities under this contract to anyone else.

22. If you want to transfer your **domain name** to someone else, you must, as well as any general requirements in this contract:

22.1 use our current published transfer process; and

22.2 make sure that the person taking over the **domain name** accepts what remains of this contract in full.

23. If you do not transfer your **domain name** (as needed by condition 22) there will be no valid transfer of this contract and **domain name**, and no document or agreement attempting or claiming to transfer the **domain name** or this contract (or both) will have any effect.

24. If you are a **consumer**, you may have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000 or similar laws amending or replacing it. The right must be claimed within seven working days of the start of the services (which include security-check work). If this happens, we will cancel this **domain name** and provide you or your **agent** (depending on who paid us) a full refund within 30 days. If we pay your **agent**, you may still have to get a refund from them.

## Exclusions and limitations of liability

25. Please note the explanation about liability at the beginning of this contract. However, nothing in these terms limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

26. By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**, and we are not authorising you to use the **domain name** as part of a business.

27. We will not be liable to you whether under contract law, the legal rules about duties to other people (known as the law of 'tort') including negligence or otherwise, for:

27.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);

27.2 loss of business or contracts;

27.3 loss of expected savings or goodwill; or

27.4 any losses which a court categorises as 'consequential', or 'indirect' arising out of or in connection with the contract, including but not limited to:

27.4.1 any mistake or missing information in the **register**; and

27.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the **domain name**.

28. The law normally implies terms into contracts, but you and we agree that, as far as the law allows, they do not apply to this contract.

29. Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

30. If you are a **consumer**, conditions 27, 28 and 29 do not apply to you. Your statutory rights are not affected - for information contact your local authority Trading Standards Department or your citizens advice bureau.

31. Conditions 11.1, 18, 19 and 25 to 39 will continue to apply after this contract has ended, even if that happens because we or you end this contract wrongfully.

## General

32. If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

33. This contract does not give you any legal rights against other people who have registered *.uk* domain names or give other people rights against us for any reason.

34. The internet is constantly changing and developing. As a result of this, we reserve the right to make reasonable changes to the terms of this contract (including the **DRS policy**, **DRS procedure** and **rules**) at any time during the term of the contract. We will only do so when we have good reason. Unless we are acting because of a legal requirement or a court order, the change will only be made after we have consulted publicly. We will publish a notice in advance (ideally, 30 days in advance) on our website and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes. If you do not agree with any change to the conditions, you may **notify** us that you want to end the contract in at least 30 days' time. In this case, we will give you a proportionate refund of the registration for the remaining period.

35. Our address is Nominet UK, Minerva House, Oxford Science Park, Edmund Halley Road, Oxford, OX4 4DQ, England (phone +44(0)1865 332211, fax +44(0)1865 332299,

e-mail: [nominet@nominet.org.uk](mailto:nominet@nominet.org.uk)). Our offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays.

36. Except as set out in condition 5.4, or in the **DRS policy** and **DRS procedure**, any notice to be given under the contract will:

36.1 be considered to have been served if hand-delivered, or sent by prepaid post, fax or e-mail, to you, your **agent** or representative (see condition 5.5) at any postal or e-mail address or fax number on the appropriate **register** entry (if to us, at any of the addresses above); and

36.2 apply from the date it was delivered, or if not delivered the date it was sent or posted.

37. This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. These conditions, together with the **rules**, **DRS policy** and **DRS procedure**, are the entire contract between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

38. We deal with a large number of **domain names** and we rely on you or other people to tell us about any changes to your personal information or status. This means that sometimes we continue to list a **domain name** or accept instructions even after this contract has ended, or should have been ended. Nothing we do, or do not do, during that period stops the contract from ending, stops us from ending it, or acts to create a new contract.

39. This contract is made under the law of England and any court proceedings must be in the English courts. If you are a **consumer** in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.

## **Addendum (Nominet September 2015)**

### Expired Domains Policy

If you request that you no longer wish to have your domain name renewed by us, it will be left to expire and all services I provide regarding that domain name will be suspended. Your domain name will then go into a 30 day protected period, after 30 days your domain will be suspended by Nominet and it will go into a 60 day grace period. If you change your mind and still wanted to retain your domain name, you still can and at the original renewal price. This must be requested by email before the 80th day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar by Nominet. mh-p internet Limited will not guarantee the renewal of a domain name after this happens.