

The Samuel Oscar Company Limited
Domain Registration Contract (.uk)
(VHRC-uk v1.31)

Domain Registration (.uk) Contract

1. INTRODUCTION

The Samuel Oscar Company Limited, Registered in England and Wales (Registration Number 05336709), acts as a Registrar and uses the tag, VISICOM, at Nominet. Nominet is the organisation that manages the .uk top-level-domain encompassing domains such as .co.uk, .ltd.uk, .me.uk, .org.uk and .uk. The Samuel Oscar Company Limited, trading as Visicom Hosting (the Registrar), also provides website hosting and email services in return for payment of a relevant fee. Those services may include domain registration. All VISICOM registration is provided on the terms below.

2. SERVICES

- 2.1 In consideration of the payment of the fees as they fall due, the Registrar shall register and/or maintain the registration of domain names for the Client.
- 2.2 The registration services are provided in accordance with Nominet's Terms and Conditions of Domain Name Registration (<http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>).
- 2.3 ***The Registrar will not charge for any registration service that does not incur a charge from Nominet.*** At the date of this contract, there are no charges for transferring domain names between tags and updating some Registrant data although Nominet may make a charge for transferring a domain from one Registrant to another.
- 2.4 Domains are registered with the Client as the Registrant unless the Client requests that another party, including but not limited to the Registrar, should be the Registrant.
- 2.5 Visicom takes instruction, regarding registry matters concerning the domain, from the Registrant and not the Client. Therefore, the Client is required to make whatever agreements they need in this respect with the Registrant.
- 2.6 Notwithstanding clause 2.5, the Registrar undertakes to take instruction from the Client, regarding registry matters concerning the domain, whenever it acts as the Registrant for the Client's domain.

3. DOMAIN RENEWAL AND EXPIRY

- 3.1 Domain registration will be renewed automatically while this Contract is in force unless the Registrant instructs the Registrar not to renew automatically.
- 3.2 In the event of a domain registration not being renewed, related services such as web hosting and email services will stop working. However, a period of grace is provided at the registry during which the domain registration can be renewed. At the end of that period, at present lasting 90 days, the domain will be removed from the registry and the domain name will become available for others to register.

4. CLIENT AND REGISTRANT DATA

- 4.1 Client and Registrant data shall include, as a minimum, name, address, contact telephone number and email address. It is the Client's responsibility to write to the Registrar, by Website Form, email or letter, to update the data as necessary. The Registrar will not be responsible for any consequence of the Client's failure to fulfil that responsibility nor will the Registrar be responsible for any consequence of the Client's failure to respond to a contact attempt made to the updated contact email address.
- 4.2 ***The Registrant's data is validated for accuracy. If the Registrant's data cannot be validated, the Registrar shall contact the Client and obtain valid Registrant data from the Client that can be checked against public records. If the Client does not respond to a contact attempt made to their updated email address or telephone number within 30 days, the Registrar will take action to lock ALL the Client's domains. Domain lock prevents transfer as well as domain use.***

5. FEES

- 5.1 The annual fee, for the term of this Contract, is subject to regular review and set out in Addendum A to this Contract.
- 5.2 The Client shall pay an annual fee for Services, in advance, upon demand. On receipt of payment, the Client shall be issued with a receipted invoice for the relevant amount upon request. The Client shall have no entitlement to Services for any period for which fees have not been paid.

6. SUSPENSION OF SERVICE

- 6.1 The Registrar may act to prevent effective use of the domain (suspend Service) if:
- 6.1.1 The Registrar does not receive payment of the fee within 10 working days of the issue of the invoice for the fee;
 - 6.1.2 the Client is in breach of any of the terms of this Contract;
 - 6.1.3 required to do so by any competent authority; or
 - 6.1.4 The Registrar has reasonable grounds for suspecting that the domain is being used in contravention of the Visicom Hosting Acceptable Use Policy even in those cases where the domain is not hosted by Visicom.
- 6.2 The Registrar shall take reasonable steps to notify the Client of any domain lock or suspension pursuant to clauses 4.2 and 6.1. The Registrar shall not be obliged to restore the Service to a Client until it is satisfied that the breach has been remedied or is unlikely to occur or re-occur or that the competent authority has approved the restoration. The right to lock or suspend a domain shall not prejudice any other right that the Registrar may have in respect of the incident giving rise to the lock or suspension. The Client shall not be entitled to any refund of fee for any period of domain lock or suspension pursuant to this clause.

7. INDEMNITY

7.1 The Client shall indemnify the Registrar and keep the Registrar indemnified and hold the Registrar harmless against all damages, losses, costs and expenses (including but not limited to legal costs and expenses) suffered by the Registrar and arising out of or in connection with any actions claims or proceedings against the Registrar by any third party as a result of any breach by the Client of any term of this Contract.

8. CLIENT DATA AND CONFIDENTIALITY

8.1 Confidential information shall mean in the Client's case, all Registrant details required by Nominet and in the Registrar's case the pricing of its Services.

8.2 A party ("receiving party") shall not disclose, to a third party, the other party's ("disclosing party") confidential information except with the prior consent in writing of the disclosing party, as required by law, or to the extent to which that information is publicly available or already known to the receiving party at the date of receipt from the disclosing party.

9. LIMITATION OF LIABILITY

9.1 UNDER NO CIRCUMSTANCES SHALL THE REGISTRAR BE LIABLE FOR:

9.1.1 LOSS OF REVENUE, PROFITS, GOODWILL OR CONTRACT, DAMAGE TO REPUTATION OR LOSS OF OR CORRUPTION OF DATA; OR

9.1.2 FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER OR HOWSOEVER CAUSED WHICH ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT.

9.2 SUBJECT TO CLAUSE 7.1, THE REGISTRAR'S AGGREGATE LIABILITY TO THE CLIENT IN RESPECT OF ANY AND ALL CLAIMS UNDER OR IN CONNECTION WITH THIS CONTRACT WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR BREACH OF STATUTORY DUTY SHALL NOT EXCEED THE PREPAID FEES FOR THE UNEXPIRED PERIOD AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM.

9.3 REFERENCE IN THIS CLAUSE TO "EVENT" SHALL ALSO MEAN A SERIES OF EVENTS CONNECTED BY THE SAME CAUSE WHICH SHALL BE CONSIDERED A SINGLE EVENT.

9.4 IN NO EVENT SHALL THE CLIENT RAISE ANY CLAIM UNDER THIS CONTRACT MORE THAN SIX MONTHS AFTER THE DISCOVERY OF CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

10. TERM AND TERMINATION

- 10.1 The term of the Contract shall be one year. The Contract shall be renewed automatically for a subsequent term of one year unless either party shall advise to the contrary by giving at least 21 days notice prior to the end of that contractual year. Unless or until terminated earlier pursuant to the terms of this Contract, this Contract may be terminated by one party giving to the other not less than 21 days notice.
- 10.2 The Registrar may terminate this Contract at any time by notice to the Client if the Registrar is prohibited by any relevant law from providing Services to the Client.
- 10.3 Either party shall be entitled to terminate this Contract by notice to the other at any time if the other commits a breach of any of the terms and conditions of this Contract.

11. EFFECTS OF TERMINATION

- 11.1 Any termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.2 Following termination of this Contract, the Registrar shall discontinue the Services with immediate effect. The Client shall be entitled to a pro rata refund of fees unless the Client is in breach of this Contract.

12. NOTICES

Any notice to be given under this Contract shall be in writing and delivered by hand, sent by recorded delivery letter, fax or e-mail to the address, fax number or e-mail address of the relevant party specified in this Contract or to such other address or fax number or e-mail address as may be notified by that party in accordance with this clause.

13. FORCE MAJEURE

The Registrar shall not have any liability for any loss or damage if its performance of the Contract, in whole or in part, is delayed, hindered or prevented by any cause beyond its reasonable control, including without limitation, fire, storm, flood, earthquake, accident, adverse weather conditions, solar, meteorological or astrological disturbances, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment disputes, protests, vandalism, interruptions in communications or power supply. In the event of such delay, hindrance or prevention, the Registrar shall be entitled to postpone performance by the duration of interference plus a reasonable start-up time.

14. GENERAL

- 14.1 The Client acknowledges that it has not relied and does not rely upon any representation or statement by the Registrar unless expressly set out in this Contract or subsequently agreed to in writing by the Registrar.
- 14.2 These terms are the entire Contract between the parties with regard to their subject matter and no other terms, conditions, warranties or statements will apply. Any variation to this Contract must be in writing and signed on behalf of both parties. If a court decides that any part of this Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Contract shall not prevent the exercise of that or any other right. The Client may not assign or transfer any benefit, interest or obligation under this Contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 14.3 In this Contract, references to clauses and sub-clauses are to the clauses or sub-clauses of this Contract; headings are for convenience only and do not affect interpretation of this Contract; the singular includes the plural and vice versa.

15. LAW AND JURISDICTION

The laws of England and Wales shall govern this Contract and the parties submit to the exclusive jurisdiction of the Courts of England and Wales. Judgment may be enforced in any court of competent jurisdiction and each party waives any right that it may have to object to the exclusive jurisdiction of the Courts of England and Wales.

ADDENDUM

An Addendum, subject to review at each renewal of a Contract, is attached to each Contract at the time of agreement with the Client. It contains details of the services provided, the Contract validity period and the fees charged for those services.