

Thinking Fish

Domain Names Terms & Conditions

All .uk domain names are subject to [Nominet's Contract](#)

Names are registered through Thinking Fish Ltd, and are done so under the following terms and conditions:

This is a contract between the applicant and his agent as identified on the application form (if relevant) and Thinking Fish for the use and maintenance of all chosen domain name(s).

It is understood that names are not bought or owned. The contract is for the initiation and maintenance of an Internet address.

1. Some customers may need to qualify for 'Right of Registration', where applications may need to meet certain criteria. If we need more information from you to see if you meet the criteria, we will contact you. If you then do not meet the criteria we will cancel your order and refund to you any monies you have paid.
2. You acknowledge that whilst we will use our reasonable endeavours to register your domain, we does not accept any liability if the domain name (for whatsoever reason) is incapable of being registered. Our obligation in regards registering the registering your domain name is limited to forwarding the application submitted by the customer for registration with the relevant registrar of domain names. We in no way shape or form guarantees the successful registration of the domain.
3. If the customer is based outside of the country to which the domain name belongs (i.e. UK for .uk domains), the customer acknowledges only a valid address within that country can be used to register the relevant domain name and will be provided by the client upon placing the order. Clients acknowledge and understand that PO Boxes will be unacceptable as an address;
4. Applications are at the discretion of the registry in accordance with their terms and conditions.
5. Payment for the domain you have ordered will be taken at the time of placing the order or, in accordance with the terms which we may offer you at the time. In any case payment must be made within 14 days from date of order.
6. Some domains (such as .uk) may be registered for a period of up to 10 years maximum.

7. We do not take responsibility for any unsuccessful applications based on incorrect information entered by you
8. Refunds on the total amount paid in seeking to register the domain name will only be given if you have failed in obtaining the registration of your domain. You shall be refunded the total cost of your domain name.
9. Refunds will not be given (regardless of the reason for your request) if you have been successful in obtaining the registration of your domain name
10. All rights to your domain will cease if your qualifying 'Right of Registration' domain is not active (renewed).
11. You acknowledge that domains purchased through us do not come with a WHOIS Privacy service
12. We reserves the right to end this service, extend this service and or amend the terms and conditions of this service at any time without prior notice or consent. Reasonable usage applies.
13. Within 90 days of a domain name being due for renewal, we will send you a renewal form by email which you should complete and return promptly (and before the expiry date) indicating if you wish for the domain name to be renewed, and providing the other information requested and we will then process your form as soon as reasonably possible.
14. Failure to renew a domain name before the expiry date
 - 14.1. All domains (except .uk and .eu domains)
 - 14.1.1. If your domain name is not renewed before the expiry date it will immediately enter an expired phase period of 30 or 40 days, depending on the Registrar. During the Expired phase period, customers will have to pay a move-back fee of £15 (excluding VAT) as well as the renewal fee to renew the Domain.
 - 14.1.2. After the expired phase period, which can usually last between 30 and 40 days depending on the registrar, if the domain is still not renewed, it will enter a redemption period for another 30 days. During the Redemption period, customers will have to pay a £180 charge (excluding VAT), this includes one year domain registration.
 - 14.1.3. If the domain name is not renewed after the end of the redemption period, it will be available again to the public for registration.
 - 14.2. .uk domains
 - 14.2.1. If your domain name is not renewed before the expiry date will immediately enter a 90 days expired phase period. During the expired phase period, customers will have to pay a move-back fee of £15 (excluding VAT) as well as the renewal fee to renew the Domain.

- 14.2.2. After the 90 days expired phase period, Nominet make the Domain available again to the public for registration.
 - 14.3. .eu domains
 - 14.3.1. If your domain name is not renewed before the expiry date will immediately enter a 40 day Quarantine / Redemption period. During the quarantine phase, you will have to pay a fee of £250 (excluding VAT) to renew the Domain.
 - 14.3.2. After the 40 days quarantine phase, the Domain will be available again to the public for registration.
15. The applicant or transferee:
 - 15.1. warrants that the details submitted to Thinking Fish are true and fully correct.
 - 15.2. warrants that the domain name he seeks to register does not directly or indirectly infringe, or will not be reasonably considered to infringe the legal rights, the trade marks (whether registered or unregistered) or other rights of any third party, Thinking Fish's rights under this warranty will continue during the life of this registration and for a further period of five years after termination transfer or cancellation. I hereby agree that any and all domain name or names chosen for registration
 - 15.3. consents to the inclusion of whatever personal data that is in the application form being held in the register of all selected domain names and it being made available to those who wish to obtain information about the registration of domain names and other related purposes.
 - 15.4. will notify Thinking Fish of any change to its registered details including any change of agent and change of agent's details.
 - 15.5. undertakes to notify Thinking Fish of any actual or threatened proceedings brought in respect of the domain name whether by or against the applicant.
 - 15.6. will pay the registration and maintenance fees within 14 days of the issue date of the invoice. Should the applicant be an agent and the fees are not paid for any reason whatsoever Thinking Fish will have the right to obtain payment of the fees from the applicant.
16. Thinking Fish will:
 - 16.1. process the application and consider whether to accept or reject it in accordance with its rules for the registration and use of domain names in force at the time of registration.
 - 16.2. refuse registration if the name in its sole discretion is: - already registered - is obscene or offensive - appears likely to infringe the legal rights of a third party - in our list of reserved words - or deemed unsuitable by Thinking Fish for any reason
 - 16.3. enter the domain name on appropriate register(s) of domain names on a first come first served basis whether or not it has received payment

- for the registration. Until the registration has been finalised, and payment received it will not be considered as a full registration.
- 16.4. if the application is accepted advise the applicant accordingly. If the application is not accepted Thinking Fish will notify the applicant or the agent and return any monies received.
 - 16.5. not accept any responsibility for the use of any domain name on any domain name register and in particular for any conflict with trade marks, registered or unregistered, or with rights to names in other contexts.
 - 16.6. use its reasonable endeavours to ensure that the details of the applicant's registration are correctly entered and maintained in the appropriate register(s) of domain names and to maintain the database itself. All conditions and warranties which may be implied into the contract between Thinking Fish and the applicant are excluded to the extent permitted by law. Under no circumstances whatsoever will Thinking Fish be liable for any loss of profit, business or anticipated savings by the applicant.
 - 16.7. be only liable to the applicant under the contract or otherwise, including liability for negligence, for a maximum of the amount of registration and maintenance fees paid in respect of the current period of the registration.
 - 16.8. may cancel or suspend, registration or delegation of a domain name in exceptional circumstances by notice in writing to the applicant or agent. Such exceptional circumstances include where registration would put Thinking Fish in conflict with statutory obligations or the terms of a court order or where registration conflicts with Thinking Fish's rules for any domain name as in force from time to time.
17. Should the fees for registration and maintenance not be paid within the fourteen days allowed under this contract the registration may be cancelled without further notice to the applicant and the name applied for, be made available for registration.
 - 17.1. Thinking Fish reserves the right to keep possession over domain names at the point of the registrant requesting amendment to the domain name record, or transfer to another ISP or manager, if the applicant's customer account has any amount of monies outstanding.
 18. A domain name may be transferred by written request to Thinking Fish by the original applicant (or a duly authorised representative), provided such transfer request does not breach the rules of the domain name and on payment of an optional transfer fee. The written request can be made here using this online link <http://goo.gl/kZSVGJ>
 19. The applicant may cancel any registration by making a written request. No refund of any registration or renewal fees will, however, be due.

20. The contract may be assigned by Thinking Fish without the consent of the applicants but provided that the assignee undertakes to maintain the register on the same terms and conditions that are then currently in force.
21. Notices to be given under this contract shall be deemed to be served if they are sent by pre-paid post to the applicant or his agent at the address currently recorded in the appropriate domain name register(s). The notice will be deemed to be effective on the second day after posting.
22. If any clause in this contract is held to be invalid or unenforceable in whole or in part the invalid or unenforceable wording shall be deemed to be omitted.
23. These terms and conditions constitute the entire agreement between the applicant and Thinking Fish for the registration and maintenance of the domain name and supersede all prior agreements understandings and representations whether oral or written.
24. The contract shall be governed by English law and the applicant, the agent and Thinking Fish submit to the exclusive jurisdiction of the English Courts.

Service Level Commitments

We are committed to providing the following levels of service:

Service type	Our commitment
New domain name applications	Within 1 business day
Domain name renewal	Within 5 business days
Other domain name issues or questions	Within 2 business days

Postal Address

You can write to us at DAS, Thinking Fish, 4.01 The Tea Building,
56 Shoreditch High Street, London, E1 6JJ