

# Domain Name Terms & Conditions

*Registration, management and renewal of all domain names*

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These terms and conditions govern the registration, management and renewal of all domain names supplied by Thinking Fish Ltd, a company registered in England and Wales under company number 03637036, whose registered office is set out at the end of this agreement (“Thinking Fish”, “we”, “us” or “our”). They form a contract between you (the applicant, and your agent where one is identified on the application form) and Thinking Fish.

Part A sets out the general terms that apply to every domain name. Part B sets out the additional terms for .uk domain names, which are registered through Thinking Fish under Nominet’s rules. Part C sets out the additional terms for all other (non-.uk) domain names, which are registered through our accredited registrar partner under the rules of ICANN and the relevant registry. Where a Part B or Part C term conflicts with a Part A term, the more specific term applies to that type of domain name.

*Please read this document carefully and keep a copy for your records.*

## Part A – General terms for all domain names

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### 1. The nature of a domain name registration

1. A domain name is not bought or owned. This contract is for the initiation and ongoing maintenance of an internet address (the domain name) on your behalf for a fixed period, which you may renew.
2. We will use our reasonable endeavours to register the domain name you ask for, but we do not guarantee that any domain name can or will be registered. Our role is to forward your application to the relevant registry or registrar. We accept no liability if a domain name cannot be registered for any reason.
3. All applications are accepted at the discretion of the relevant registry, in line with that registry’s own rules and policies.
4. Some domain names require you to qualify for a “Right of Registration” and to meet specific eligibility criteria. If we need more information to check that you qualify, we will contact you. If you do not meet the criteria, we will cancel your order and refund any money you have paid.
5. If you are based outside the country to which a domain name belongs (for example, outside the UK for a .uk domain), you acknowledge that a valid address within that country may be required to register the domain, and that you will provide one when you place your order. PO Box addresses are not acceptable.

### 2. Eligibility, accuracy and acceptable use

1. You warrant that all details you submit to us are true, accurate, current and complete, and that you will tell us promptly about any change to your registered details, including any change of agent or of your agent’s details.
2. You warrant that the domain name you ask to register does not, directly or indirectly, infringe (and could not reasonably be considered to infringe) the legal rights, trade marks (whether registered or unregistered) or other rights of any third party. This warranty

continues for the life of the registration and for a further five years after it ends, is transferred or is cancelled.

3. We may refuse to register a domain name that, in our sole discretion, is already registered, is obscene or offensive, appears likely to infringe a third party's rights, appears on our list of reserved words, or is otherwise unsuitable. If we refuse an application, we will tell you (or your agent) and return any money received for it.
4. We do not accept responsibility for any unsuccessful application that results from incorrect information supplied by you.
5. Domain names are entered on the relevant register on a first-come, first-served basis. A registration is only complete once it has been finalised on the register and payment has been received.

### 3. Fees and payment

1. Payment for a domain name is taken when you place your order, or in line with any other terms we agree with you at the time. In every case, payment must be made within 14 days of the date of order (or, where we invoice you, within 14 days of the invoice date).
2. If you are an agent and the fees are not paid for any reason, we may recover them directly from the underlying applicant.
3. If the registration and maintenance fees are not paid within the 14 days allowed, we may cancel the registration without further notice and the domain name may be released for registration by others.
4. Where your account has any amount outstanding, we reserve the right to retain control of your domain names if you ask to amend a domain record or to transfer it to another provider, until the outstanding amount is paid.
5. Our current fees — including registration fees, renewal fees, any post-expiry or redemption/restore fees, and transfer fees — are published on our website. The fees that apply to late renewal and recovery of expired domain names are also set out in clauses 8 and 14 of this document.

### 4. Renewals and expiry

1. Within 90 days before a domain name is due for renewal, we will email you a renewal notice. You should complete and return it promptly, and in any event before the expiry date, telling us whether you want to renew and giving any other information we ask for. We will then process your renewal as soon as we reasonably can.
2. Renewal reminders for non-.uk domains are sent by email at approximately 30 days, 5 days and 3 days before expiry, in line with the requirements of our registrar partner. It is your responsibility to keep a valid email address on file with us so that you receive these notices.
3. You are responsible for renewing your domain name on time. If a qualifying "Right of Registration" domain is not kept active (renewed), all rights to that domain will cease.
4. The consequences of failing to renew before the expiry date, and the fees for recovering an expired domain name, differ by domain type and are set out in clause 14.

### 5. Our service responsibilities

**We will:**

1. process your application and decide whether to accept or reject it, in line with our rules for the registration and use of domain names in force at the time;
2. if we accept your application, confirm this to you; and if we reject it, tell you (or your agent) and return any money received;
3. use our reasonable endeavours to make sure your registration details are entered and kept correctly on the relevant register, and to maintain our own records; and
4. in exceptional circumstances, cancel or suspend a registration or delegation by written notice to you (or your agent) — for example, where keeping the registration would put us in breach of a legal obligation or a court order, or in conflict with our rules in force at the time.

We do not accept responsibility for how any domain name is used, or for any conflict with trade marks (registered or unregistered) or with rights to names in other contexts.

## **6. Privacy of registration data**

1. You consent to the personal data in your application being held in the register for each domain name you select, and to it being made available to those entitled to obtain information about domain name registrations, and for other related purposes, in line with the relevant registry's rules and applicable data protection law.
2. Domain names registered through us do not include a WHOIS privacy service unless we expressly offer and you purchase one. Where a privacy or proxy service is available and selected, we will make clear at the point of selection how your data is handled.
3. You undertake to tell us about any actual or threatened legal proceedings relating to your domain name, whether brought by you or against you.

## **7. Transfers, cancellation and assignment**

1. You may transfer a domain name by written request to us, made by the original applicant or a duly authorised representative, provided the transfer does not breach the rules for that domain name and any applicable transfer fee is paid.
2. You may cancel a registration at any time by written request. No refund of any registration or renewal fee will be due on cancellation.
3. We may assign this contract without your consent, provided the party taking it over agrees to maintain the register on the same terms and conditions then in force.

## **8. Refunds**

6. If we fail to obtain the registration of your domain name, we will refund the total amount you paid in seeking that registration.
7. If we successfully obtain the registration of your domain name, no refund will be given, whatever the reason for your request.

## **9. Liability**

5. All conditions and warranties that might otherwise be implied into this contract are excluded to the fullest extent permitted by law.
6. We will not be liable for any loss of profit, business or anticipated savings. Our total liability to you under or in connection with this contract (including for negligence) is limited to the

registration and maintenance fees you paid for the current registration period of the affected domain name. Nothing in this contract limits liability that cannot be limited by law.

## 10. Service level commitments

We aim to meet the following response times:

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

## 11. General legal terms

1. We reserve the right to end, extend or amend this service, and to amend these terms and conditions, at any time without prior notice or consent. Reasonable usage applies.
2. We will send notices under this contract by pre-paid post to the address recorded for you (or your agent) in the relevant domain name register, or by email to the address you have given us. A posted notice is treated as received on the second day after posting.
3. If any part of this contract is found to be invalid or unenforceable, that wording will be treated as removed and the rest of the contract will continue in force.
4. This document is the entire agreement between you and Thinking Fish for the registration and maintenance of your domain names, and replaces all earlier agreements, understandings and representations, whether spoken or written, on this subject.
5. This contract is governed by English law, and you, your agent and Thinking Fish submit to the exclusive jurisdiction of the English courts.

## Part B – Additional terms for .uk domain names (Nominet)

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All .uk domain names are registered through Thinking Fish and are subject to Nominet UK's Terms and Conditions of Domain Name Registration and Nominet's policies, as amended from time to time. These are available at [nominet.uk](https://nominet.uk). The following terms apply to .uk domains in addition to Part A; where there is any conflict for a .uk domain, Nominet's rules and this Part B prevail.

### 12. Nominet contract and your registrant rights

- When you register a .uk domain through us, you enter into a contract directly with Nominet as the registry, and Thinking Fish acts as your registrar (the channel through which your registration is managed). You agree to be bound by Nominet's terms and policies.
- As the registrant, you have the right to transfer your .uk domain to another Nominet-accredited registrar at any time, subject to Nominet's transfer process and any outstanding fees owed to us.
- You can view and verify the registrar of record and the registration details for any .uk domain using Nominet's WHOIS lookup at [whois.nominet.uk](https://whois.nominet.uk).

### 13. Registration period

- .uk domain names may be registered for a period of up to 10 years at a time.

### 14. Failure to renew a .uk domain before expiry

If a .uk domain name is not renewed before its expiry date, it immediately enters a 90-day suspended (expired) period. During this period the domain stops working, and to reactivate it you must pay a move-back fee of £15 (excluding VAT) together with the renewal fee.

After the 90-day suspended period, Nominet cancels the registration and the domain name becomes available again to the public for registration.

## Part C – Additional terms for all other (non-.uk) domain names

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All non-.uk domain names (for example .com, .net, .org, .eu, .co and other generic and country-code domains) are registered through Thinking Fish using an ICANN-accredited registrar partner, under the rules of the Internet Corporation for Assigned Names and Numbers (“ICANN”) and of the registry responsible for each domain. These terms apply in addition to Part A; where there is any conflict for a non-.uk domain, this Part C and the rules of ICANN, our registrar partner and the relevant registry prevail.

### 15. The registration agreement and governing rules

1. By registering, renewing, transferring or otherwise managing a non-.uk domain name through us, you agree to be bound by the registrant agreement of our registrar partner for the relevant top-level domain, as published and amended from time to time. The current version is incorporated into this contract by reference and is available from us on request.
2. You also agree to be bound by the rules, policies and requirements of the Internet Corporation for Assigned Names and Numbers (**ICANN**) and of the registry for each domain you register, as published from time to time. You acknowledge that violating or refusing to comply with any applicable ICANN policy is a breach of this contract and may lead to suspension or cancellation of your domain. ICANN’s educational materials for registrants are available at [icann.org/resources/pages/educational-2012-02-25-en](https://icann.org/resources/pages/educational-2012-02-25-en) and your registrant rights and benefits are explained at [icann.org/resources/pages/benefits-2013-09-16-en](https://icann.org/resources/pages/benefits-2013-09-16-en).
3. Some top-level domains have specific eligibility conditions or documentation requirements set by their registry (for example .eu requires a presence in the EU/EEA, and certain country-code and specialist domains require proof of eligibility or professional accreditation). You are responsible for meeting these conditions, and your registration may be suspended, cancelled or transferred if you do not.
4. You acknowledge that registering a domain name does not give you immunity from objection to, or challenge of, that registration or its use, and that registration does not in itself confer any trade mark or other intellectual property right.
5. Thinking Fish is not an ICANN-accredited registrar and does not represent itself as accredited by ICANN; your domain is registered through an ICANN-accredited registrar partner. You can identify the sponsoring registrar for any domain at any time using the WHOIS lookup, and we will confirm it on request.

### 16. Your obligations for non-.uk domains

1. You must provide and keep up to date true, accurate and complete contact information (WHOIS data) for the registrant and all required contacts. Providing false contact data, or failing to keep it current, is a breach of the registrant agreement and may lead to cancellation of your domain.
2. If you license the use of your domain to a third party, you remain the registrant of record and are responsible for providing your own full contact details. You accept liability for harm caused by wrongful use of the domain unless you promptly disclose the user’s identity and contact details to anyone providing you with reasonable evidence of actionable harm.

3. You authorise Thinking Fish and our ICANN-accredited registrar partner, Tucows Domains Inc., to act as your Designated Agent, as defined in ICANN's Transfer Policy, to approve a change of registrant on your behalf. If you do not wish to grant this authority, please tell us before registering or transferring a domain.
4. You will not register domain names using proxy or privacy contact information unless you use a WHOIS privacy service that we offer, or you have been clearly notified that your data is not being escrowed at the point you choose such a service.

## **17. Disputes (UDRP and registry dispute policies)**

1. If you registered or transferred a non-.uk domain through us, you agree to be bound by the dispute resolution policy that applies to that domain. For most generic top-level domains this is ICANN's Uniform Domain-Name Dispute-Resolution Policy (UDRP); country-code domains may have their own equivalent policy. These policies are incorporated into this contract by reference and may be amended from time to time.
2. In any dispute about a domain registration, you will give all reasonable assistance to Thinking Fish, our registrar partner, the registry and any court or arbitrator considering the dispute, and, if asked, forward copies of relevant communications. Where there is a dispute about the time a registration was entered into a registry's database, the time shown in that registry's records prevails.

## **18. Renewal reminders, expiry and recovery of non-.uk domains**

In line with our obligations to our registrar partner, we send renewal reminders for non-.uk domains by email at approximately 30 days, 5 days and 3 days before the expiry date. You are responsible for acting on these reminders and for keeping a valid email address on file with us.

The fees and stages for late renewal and recovery of an expired non-.uk domain are set out below. These post-expiry and redemption/restore fees are also published on our website.

### **18.1 Most non-.uk domains (other than .eu)**

If the domain is not renewed before the expiry date, it immediately enters an expired (renewal grace) phase that usually lasts 30 to 40 days, depending on the registry. During this phase you must pay a move-back fee of £15 (excluding VAT) plus the renewal fee to renew the domain.

After the expired phase, if the domain is still not renewed, it enters a redemption period of around 30 days. During redemption you must pay a charge of £180 (excluding VAT), which includes one year of domain registration, to recover the domain.

If the domain is not renewed by the end of the redemption period, it is released and becomes available again to the public for registration.

### **18.2 .eu domains**

If a .eu domain is not renewed before the expiry date, it immediately enters a 40-day quarantine (redemption) period. During quarantine you must pay a fee of £250 (excluding VAT) to renew the domain.

After the 40-day quarantine period, the domain is released and becomes available again to the public for registration.

## **19. Liability and privacy for non-.uk domains**

1. Your right and interest in a non-.uk domain name ceases on its expiry unless it is renewed. You are solely responsible for knowing your expiry dates and renewing on time.
2. Information collected about you in connection with non-.uk domains is also handled in accordance with the privacy policy of our registrar partner, which is incorporated by reference and available from us on request, in addition to our own privacy policy.
3. Where this Part C is provided in any language other than English, the English version prevails in the event of any inconsistency.

## Contacting us

You can write to us at:

### **Domain Administration Services**

#### **Thinking Fish Ltd**

4.01 The Tea Building  
56 Shoreditch High Street  
London, E1 6JJ

Email: [domains@thinking.fish](mailto:domains@thinking.fish)

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*Thinking Fish Ltd registers .uk domain names through Nominet and all other domain names through an ICANN-accredited registrar partner.*