

# Terms and Conditions for ac.uk

## Terms and Conditions relating to ac.uk domain name registration

### 1 Introduction

Jisc Collections and Janet Limited (?we? or ?us?) is the registry in respect of the .ac.uk domain. These terms and conditions (?Terms?) govern the application for, and grant and renewal of, domain names under the ac.uk domain, and should be read in conjunction with the policy for ac.uk Domain Names <https://community.ja.net/library/janet-services-documentation/eligibility-policy> <sup>[1]</sup>.

### 2 Contract

When an organisation (?you?) submits an application <https://community.ja.net/library/janet-services-documentation/request-template> <sup>[2]</sup> for domain name(s) under the ac.uk domain, you will be deemed to accept these Terms and the Policy. Your application, these Terms and the Policy together form a legally binding contract (?Contract?) between you and us. You should not rely on or use the domain name(s) until we have confirmed that your application has been successful and the domain name fee (if applicable) has been paid.

### 3 Warranty as to eligibility

You warrant that at the time of application and any renewal, you are an eligible organisation as described in the Policy.

### 4 Our responsibilities

Once your application has been accepted by us as set out in the Policy (subject to payment of the domain name fee (if applicable)), we will, for the duration of the Contract, perform those duties that might reasonably be expected of a registry in respect of the domain name(s) accepted by us (?domain name?), including operating the servers for the ac.uk domain and maintaining a registry for domain names registered under the ac.uk domain, on and subject to the Contract.

### 5 Your responsibilities

You will:

5.1 promptly inform us should your organisation cease to be an eligible organisation as described in the Policy;

5.2 keep us updated with any changes to your identity and contact information;

5.3 not use the domain name for any unlawful purpose; and

5.4 not transfer, sell or otherwise divest the domain name.

## **6 Domain name fee**

6.1 Details of whether you are required to pay a fee to register/renew your domain name (?domain name fee?) are set out here <https://community.ja.net/library/janet-services-documentation/applying-acuk-domain> [3] from time to time.

6.2 If you are required to pay, then you must pay the prescribed amount (plus VAT) for initial application (within 5 business days of acceptance) and renewal (at least 5 business days before the renewal date) by BACS or credit/debit card to our bank account. Fees will not be refundable under any circumstances other than as set out in clause 10 below.

6.3 Your domain name will not be available for use until we receive the domain name fee for your initial application. If you do not pay the domain name fee prior to renewal, then we may suspend the availability of the domain name until we receive payment.

## **7 Contract duration**

7.1 Subject to earlier cancellation under clause 8 below, your initial registration will last for 2 years from grant of domain name.

7.2 You can renew your registration for a period of 2 years (and thereafter for further 2 year periods) by notifying us at least 20 business days prior to expiry of the initial or renewal period and paying us any applicable domain name fee at least 5 business days prior to expiry of the applicable period. Any such renewal will be on the Terms and Policy in force at the time. We will not be obliged to remind you that your registration is due to expire. If you do not renew your registration in accordance with the prescribed procedure, then we may remove the domain name from the register at any time on or after expiry.

## **8 Cancellation**

8.1 You may cancel your registration of a domain name at any time by no less than 10 business days? notice to us.

8.2 We may cancel your registration by notice to you if:

8.2.1 you cease to be an eligible organisation in accordance with the Policy;

8.2.2 we become aware that any information you have provided to us is false or materially inaccurate;

8.2.3 you breach any provision of the Contract which, if remediable, you fail to remedy within 20 business days of notice from us requiring such remedy;

8.2.4 we cease to hold the right be the registrar for the ac.uk domain or we make a strategic decision that we no longer wish to act as registrar.

8.3 If we cancel your registration in accordance with clause 8.2.1 or 8.2.2 we will allow you twelve months to migrate away from the ac.uk domain. We provide no assistance in obtaining an alternative domain name. The period may be extended at our sole discretion or reduced at our sole discretion in accordance with the Policy.

## **9 Exclusions and limitation of liability**

9.1 Nothing in these Terms limits or excludes either our or your liability for fraud or personal injury caused by negligence.

9.2 Neither you nor we will be liable to the other (whether under contract, tort or otherwise) for:

9.2.1 loss of profit, revenue or other types of economic loss (whether direct or indirect);

9.2.2 loss of business or contracts;

9.2.3 any consequential, indirect or special losses,

9.3 in each case whether arising out of or in connection with the Contract or any earlier arrangement between us in respect of the registration of your domain name, including but not limited to (i) any mistake or missing information in the register; or (ii) loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the domain name.

9.4 Our total liability to you, whether under these Terms or otherwise (including liability for negligence) will be limited to the fees paid by you for the domain name covering the preceding twelve months.

9.5 On the basis that we provide registration services for the domain name either free of charge or for a minimal charge, you agree that these exclusions and limitations are reasonable.

## **10 Changes to these Terms or the Policy**

10.1 We may, following notification posted on the section of our website covering our activities as registrar for the ac.uk domain, implement changes to these Terms and/or the Policy. If you do not agree with any such change then you may, within 20 business days of the change being published, notify us that you wish to cancel the domain name registration in which case, provided you have complied with the Contract, we will provide a proportionate refund of any registration fee paid to us.

## **11 General**

11.1 Notices under the Contract may be provided by email (subject to proof of error-free delivery) to [service@ja.net](mailto:service@ja.net) <sup>[4]</sup> or by post to our place of business as displayed on our website from time to time or your address as detailed in your application.

11.2 Grant of a domain name registration does not entitle you to any other service provided

by us from time to time.

11.3 The Contract sets out the entire contract between you and us for the domain name and replaces all previous contracts, understandings and representations about the domain name, whether spoken or written. No other warranties or representations will be implied into the Contract.

11.4 The Contract is made under English law and any court proceedings must be in the English courts. Without prejudice to the foregoing, disputes and appeals are governed by the Policy.

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**Source URL:** <https://community.ja.net/library/janet-services-documentation/terms-and-conditions-acuk>

**Links**

[1] <https://community.ja.net/library/janet-services-documentation/eligibility-policy>

[2] <https://community.ja.net/library/janet-services-documentation/request-template>

[3] <https://community.ja.net/library/janet-services-documentation/applying-acuk-domain>

[4] <mailto:service@ja.net>