

Service Specific Terms and Conditions: Domain Registration Services

Rev 2.2 September 2024

1 Definitions

“**Acceptable Use Policy**” or “AUP” means the Ogi [Acceptable Use Policy](#) available relating to the use of Services as modified from time to time.

“**Affiliate**” means a subsidiary or holding company of either Ogi or the Customer and any subsidiary of such holding company (where "holding company" and "subsidiary" have the meanings set out in section 1159 of the Companies Act 2006).

“**Agreement**” means the Country Specific Terms, these Service Specific Terms, Service Level Agreements, General Terms and Conditions, the Order Form, the Service Description, Privacy Policy and the Acceptable Use Policy when taken together, which in the case of conflict rank in the order of precedence listed above.

“**Business Day**” or “**Business Hours**” means 08:00-18:00 Monday Through Friday excluding public holidays in England and Wales.

“**Confidential Information**” means all information disclosed by us or you to the other, whether before or after the Commencement Date, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from the Services (including software and manuals), (ii) for us, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential.



Information that is independently developed by either party, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"Country Specific Terms" means the addendum or addenda that may be incorporated into the Agreement if a portion of your Services are to be provided from a non-United Kingdom jurisdiction for which we have special legal terms.

"Customer" means the person, group of persons or other entity whose name and address are set out in the Order Form.

"Customer Information" means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customers URL.

"Minimum Service Period" means the minimum period set out in the Service Order beginning on the Operational Service Date.

"Ogi" means any or all of the following entities:

Spectrum Fibre Limited T/A Ogi, incorporated and registered in England & Wales with company number 12883320 whose registered office is Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 377 9433 45

Spectrum Internet Limited T/A Ogi, incorporated and registered in England & Wales with company number 07849485, whose registered office is Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 126873689

Ogi Networks Limited T/A Ogi, incorporated and registered in England & Wales with company number 03625793, whose registered office is at

Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 713629048

“Spectrum Fibre Group Company” means a Spectrum Fibre Ltd subsidiary or holding company, or a subsidiary of that holding company, all as defined by section 1159 of the Companies Act 2006.

“Operational Service Date” means the date when a Service is first made available for use by the customer.

“Order Form” means the form for the supply by Ogi of the Services completed by, or in accordance with an order from, the Customer.

“Service Description” means the written description of the Managed Services specified in the Order Form.

“Service Level Agreement” means a written agreement defining the standards for certain Services.

“Service Specific Terms” means any specific terms and conditions for the particular Services as listed in the Order Form and as detailed in the Service Description.

“Services” means the Services as defined in the Order Form.

“Us” or **“We”** means Ogi and references to ‘our’ should be construed accordingly.

“You” means the Customer and references to ‘your’ should be construed accordingly.

2 Commencement

- 2.1 This document sets out the Service Specific Terms and Conditions for Domain Registration Services and associated Domain Name Services provided by Ogi. These terms and conditions should be read in conjunction with the General Terms and Conditions Ogi Business Services and other documents which together make up the Agreement as defined in Section 1.

- 2.2 These terms are applicable to domain names registered by Ogi with Top Level and Country Level Domain Registries (gTLDs and ccTLDs) either directly or through other third parties. In addition, Appendix A of these terms is applicable to .gov.uk domain names and any terms therein take precedence over other terms in this agreement. By applying to register any domain name The Customer acknowledges that they have read and agreed to be bound by these terms and conditions and the appropriate agreements, dispute policies, additional requirements and any registration rules or policies that may be published from time to time and as referred to in the [Ogi website](#).
- 2.3 This Agreement shall take effect from the date the Order Form is accepted by Ogi or the date the Customer first uses the Services whichever of these is earlier, and shall continue in force unless and until terminated in accordance with the contract.

3 Service Charges and Payment

- 3.1 The fees payable for Domain Name Registration and associated services are detailed on The Order Form. Payment of such fees is a condition to Domain Name registration.
- 3.2 Unless otherwise stated, all sums due to Ogi are exclusive of Value Added Tax ("VAT") or any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by the Customer.
- 3.3 Ogi reserves the right to dictate the payment method associated with the Services and the due date. Unless otherwise stipulated payment will be due no later than thirty (30) calendar days from date of the Invoice.
- 3.4 Ogi reserves the right, if its preferred method of payment is not chosen by the Customer, to apply a charge which will be made clear at the time of ordering the service.
- 3.5 Ogi will invoice for renewal of Domain Name registration up to ninety (90) calendar days in advance of the renewal date and in any case no later than thirty (30) calendar days prior to the renewal date. Payment must be made within the period indicated in the invoice. If payment is not received Ogi will not renew the Domain Name registration. At this point the policies for domain

expiration from the relevant registry will come in to force and the domain may be made available to the public.

4 The Service Period, Renewal and Transfers

- 4.1 Initial registration is for a period of whole years from one to ten as specified in The Order Form. Following this period renewal will be required for further periods of whole years.
- 4.2 Ogi will endeavour to contact The Customer prior to renewal using such contact details as provided by The Customer. It is The Customer's responsibility to ensure that all such details are accurate and up to date. Ogi will not be liable for any failure by The Customer to renew the domain on time.
- 4.3 The Customer may surrender or transfer the Domain Name at any time in accordance with this Agreement. All transfer requests must be made in writing, by the Customer, via email to the address indicated in the Service Level Agreement or as published on Ogi's website.
- 4.4 Where appropriate Ogi will provide the Customer with copies of their DNS Zone Files on request. Ogi may choose to charge a reasonable administration fee for this service.
- 4.5 Once a domain has been registered or renewed no refunds will be provided. This includes circumstances where Domain Names have been registered in error due to typing or spelling errors on the part of The Customer.

5 Rights & Responsibilities

- 5.1 The Customer acknowledges that the fulfilment of Domain Name Registration Services is subject to oversight and control by third parties. Notwithstanding anything to the contrary herein, Ogi reserves the right to modify its Domain Name Registration services in order to comply with any such third-party requirements.
- 5.2 The Customer may apply to register a Domain Name on behalf of or in the name of a third party provided that they have their prior consent. In addition, The Customer agrees that, on request by this third party, the Domain Name will be deregistered and the third party will be allowed to register the Domain Name in their name.
- 5.3 Ogi reserves the right to refuse to accept applications to register Domain Names at its sole discretion on the following grounds:

(a) The Domain Name is registered already.

(b) The Domain Name is on the list of reserved words (this list is not available for public scrutiny).

(c) The Domain Name is deemed to be obscene or otherwise unsuitable.

5.4 Ogi reserves the right to modify fees and surcharges and to institute new fees at any time at its sole discretion. Ogi also reserves the right to charge a reasonable fee for administrative tasks outside the scope of the Service Description.

5.5 Where domains are provisioned via Nominet the customer agrees to the Nominet Terms and Conditions as published from time to time by Nominet and as referred to in the [Ogi website](#).

6 Warranties

6.1 The Customer warrants that they have the rights to use the name which forms the Domain Name prefix.

6.2 The Customer agrees to indemnify and to keep Ogi, and its directors, fully and effectively indemnified at all times against all costs, claims, liabilities, losses, damages, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the registration and/or any breach by the Customer of any of these terms and conditions.

6.3 Until the Customer has received confirmation of registration there is no guarantee that any Domain Name requested will be successfully registered against the relevant domain registry in their name. Ogi accepts no liability arising from any action taken in respect of the use and or registration of the Domain Name before the Customer has received such confirmation and full payment has been made and received by Ogi.

6.4 Acceptance of a Domain Name for registration by Ogi does not indicate that Ogi has confirmed or agreed that the Customer has the right to register this Domain Name.

6.5 In no event shall Ogi's liability to the Customer whether in contract, tort, by statute or otherwise exceed the registration fee for the Domain Name.

6.6 Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.

7 Privacy Policy

- 7.1 By default, Domain Name Registration information including Registrant Name, Address, Email Address and postcode are placed in the Domain Registry and will be available for review by anyone. Ogi can provide Domain Privacy Services upon request. For private, non-trading individuals using some .uk domains this service is free. For other domains where this service is available there is an additional fee.
- 7.2 By default, Ogi will populate the Administrative and Technical Contact details in the Domain Registry with our own details.

8 General

- 8.1 These Terms and Conditions are Service Specific Terms as defined in Section 1 above and should be read in conjunction with the General Terms and Conditions Ogi Business Services and other documents as defined in "Agreement" in Section1.
- 8.2 Neither failure nor delay by either party in exercising any rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.
- 8.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

9 Law and Jurisdiction

- 9.1 This Agreement is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the Courts of England and Wales except that Ogi may seek to enforce any judgement anywhere in the world where the Customer may have assets.

Appendix A: Additional Terms for .gov.uk Domains

Role and responsibilities of CDDO as the Critical Domain Holder

The parties agree to and accept the role of the Critical Domain Holder as set out below in respect of the protection of .gov.uk domains and subdomains.

1. The Central Digital and Data Office (CDDO), acting on behalf of the Minister for the Cabinet Office and as part of the Crown, has rights over the '.gov.uk' domain and subdomains. CDDO is the .gov.uk domain Critical Domain Holder.
2. The Critical Domain Holder does not need to be party to this agreement.
3. The Critical Domain Holder has appointed the .gov.uk Registry Operator.
4. The Critical Domain Holder permits the .gov.uk Registry Operator to enter into Registry Registrar Agreements.
5. The Critical Domain Holder is the only authority that may verify the identity of the Registrant.
6. The Critical Domain Holder approves a .gov.uk domain name for use by the Registrant.
7. The Critical Domain Holder is responsible for setting and maintaining the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK.
8. The Critical Domain Holder acts as an escalation point and ultimate decision maker in the event of a dispute regarding the management or control of a .gov.uk domain name.
9. The Critical Domain Holder may, at its sole discretion, direct the Registry Operator, Registrar, Registrant or sub-Registrant to take action, including urgent action, to protect a .gov.uk domain name, at any time. Such action may include to suspend, withdraw or transfer a .gov.uk domain name:
 - 9.1. if the Registrant or sub-Registrant persistently or seriously violates the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK,
 - 9.2. if the Registrant or sub-Registrant persistently fails to respond to communications from the Registrar, Registry Operator or Critical Domain Holder,
 - 9.3. to resolve disputes which concern the Registrant or sub-Registrant's registered .gov.uk domain name,
 - 9.4. if the continued Registration of the Registrant's .gov.uk domain name poses an immediate critical security threat to the Registrant's services or other public

sector services,

- 9.5. if the Registrar persistently fails to meet the [Criteria to be a .gov.uk Approved Registrar](#),
- 9.6. if the Registrar is no longer a .gov.uk Approved Registrar as defined by the criteria,
- 9.7. if there is any event that might lead to your organisation ceasing trading, such as a voluntary winding up, a bankruptcy, or an insolvency event as defined in section 123 of the Insolvency Act 1986, if required by the law.
10. The Critical Domain Holder is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 10.1. for use in its Registry Services,
 - 10.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 10.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.
11. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The monitoring undertaken by the Critical Domain Holder, and/or its suppliers, may, on some rare occasions, temporarily impair the function of the domain and associated digital services. In those circumstances, the Critical Domain Holder will work with the Registrar, Registrant, and/or Sub-Registrant to overcome the temporary impairment as soon as is reasonably practicable. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains, and subdomains, regardless as to this risk of impairment.

In undertaking monitoring, the Critical Domain Holder, and/or its suppliers, may process personal data. The processing of personal data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Critical Domain Holder, and/or its suppliers as a data controller. Details associated with a domain will be retained for as long as the domain is registered and in use. If details change to another person the Critical Domain Holder, and/or its suppliers, will remove the old contact within 6 months.

Role and responsibilities of the Registry Operator

The parties agree to and accept the role of the Registry Operator as set out below in respect of the protection of .gov.uk domains and subdomains.

12. The Registry Operator means the administrative and technical operator of the policies, processes and systems required to manage and operate the .gov.uk domains and subdomains. The Registry Operator is the only operator for gov.uk domains and subdomains, as appointed by the Critical Domain Holder.
13. The Registry Operator must only accept .gov.uk domain registrations from .gov.uk Approved Registrars. The Registrar Operator must not accept .gov.uk domain registrations from any reseller or any other entity.
14. The Registry Operator must use reasonable endeavours to verify that organisations that wish to be .gov.uk Registrars meet the [Criteria to be a .gov.uk Approved Registrar](#).
15. The Registry Operator has a Registry Registrar Agreement with all .gov.uk Approved Registrars.
16. The Registry Operator must ensure that all Registrars have Registrant Agreements in place that reference this GOV.UK page and include these terms as updated from time to time and published on the aforementioned page.
17. All normal communications that the Registry Operator has with a Registrant must be through a Registrar. The exceptions to this are:
 - 17.1. if a Registrar is not supporting their Registrant in accordance with the [Criteria to be a .gov.uk Approved Registrar](#) or
 - 17.2. if the Registrant itself is not accepting such support.In these exceptional cases the Registry Operator may contact a Registrant directly to help the Registrant meet the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#). The Registry Operator must always copy the relevant Registrar in on communications with a Registrant in these cases.
18. The Registry Operator must maintain a published list of .gov.uk Approved Registrars.
19. The Registry Operator operates a fair marketplace for .gov.uk Approved Registrars. If the Registry Operator itself chooses to be a .gov.uk Approved Registrar, it must not grant itself more favourable terms or treatment than other .gov.uk Approved Registrars. The Registry Operator must not favour any .gov.uk Approved Registrar over any other.
20. The Registry Operator must not unreasonably refuse to sign a Registry

Registrar Agreement with a .gov.uk Approved Registrar.

21. The Registry Operator must use reasonable endeavours to help .gov.uk Approved Registrars continue to meet the [Criteria to be a .gov.uk Approved Registrar](#).
22. The Registry Operator must notify the Critical Domain Holder before removing the status of .gov.uk Approved Registrar or terminating a Registry Registrar Agreement with a .gov.uk Approved Registrar.
23. The Registry Operator is an independent data controller in its own right for personal contact data contained within the Registry Data. As a data controller, the Registry Operator will be responsible for ensuring agreements to cover the sharing and processing of personal data with other parties, such as the Registrars, are in place. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 23.1. for use in its Registry Services,
 - 23.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 23.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrar

The parties agree to and accept the role of the Registrar as set out below in respect of the protection of .gov.uk domains and subdomains.

24. The Registrar must meet the [Criteria to be a .gov.uk Approved Registrar](#) at all times.
25. The Registrar must only provide .gov.uk domains directly to the Registrants that they have Registrant Agreements with. The Registrar must not provide .gov.uk domains via any reseller.
26. The Registrar must maintain a list of all Registrants that have delegated lower-level subdomains out to sub-Registrants.
27. The Registrar must ensure that if a Registrant transfers a domain name:
 - 27.1. the new Registrant is eligible to have the domain,
 - 27.2. any new Registrar is a .gov.uk Approved Registrar,
 - 27.3. all parties follow the [Transfer your domain name guidance](#).
28. The Registrar agrees that any persistent failures, as defined and/or determined by the Registry Operator, and confirmed at the sole discretion of the Critical

Domain Holder, to meet the [Criteria to be a .gov.uk Approved Registrar](#), will result in:

- 28.1. the Registrar no longer being a .gov.uk Approved Registrar,
- 28.2. the Registrar, in consultation with the Registrant, to transfer the management of its .gov.uk domain names to an alternative .gov.uk Approved Registrar,
The Registrar must at its own cost and expense, provide all such support, assistance and cooperation and execute or procure the execution of all such documents as the Critical Domain Holder or the Registry Operator may from time to time require for the purpose of giving full effect to this provision.
29. The Registrar is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 29.1. for use in its Registry Services,
 - 29.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 29.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrant

The parties agree to and accept the role of the Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

30. The Registrant is an entity which has registered a .gov.uk domain name in the .gov.uk Registry.
31. The Registrant must remain in legal control of their .gov.uk domain name at all times. This includes not reselling or passing control of their .gov.uk domain name to a non-public sector organisation.
32. The Registrant must get approval from The Critical Domain Holder prior to transferring their .gov.uk domain to any other organisation.
33. The Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK that apply to them, found here:
 - [Get permission to apply for a .gov.uk domain name](#)
 - [Identify a registrant for your .gov.uk domain name](#)
 - [Choose your .gov.uk domain name](#)

- [Get started with your .gov.uk domain name](#)
- [Creating and managing .gov.uk subdomains.](#)
- [Keeping your domain name secure](#)
- [Renew your domain name](#)
- [Make changes to your .gov.uk domain name](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

34. The Registrant has the right to move its .gov.uk domain name from the Registrar to any other Registrar at any time and for any reason. The Registrant is not entitled to a refund for any remaining term of the registration.
35. The Registrant accepts that if their Registrar is no longer a .gov.uk Approved Registrar, then the Registrant must move its .gov.uk domains to a .gov.uk Approved Registrar.
36. If the Registrant has delegated lower-level subdomains out to a sub-Registrant, the Registrant:
 - 36.1. must tell its Registrar,
 - 36.2. must help the sub-Registrant meet the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them,
 - 36.3. is a data controller of the personal data that the sub-Registrant has shared with it.
37. The Registrant is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 37.1. for use in its Registry Services,
 - 37.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 37.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.
38. The Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital

services and alert the relevant service owners when problems are found.

39. The Registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available, to:
- provide support; protect the domain names in the public sector
 - reduce the risk of attack to associated services such as email, web, and digital services
 - ensure the governance and accessibility of web services

The Registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

Role and responsibilities of the sub-Registrant

The parties agree to and accept the role of the sub-Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

40. The sub-Registrant is an entity which has been given a lower-level domain from a .gov.uk Registrant. The sub-Registrant is not the same organisation as the Registrant.
41. The sub-Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them, found here:
- [How you are accountable for protecting your .gov.uk domain](#)
 - [Creating and managing .gov.uk subdomains](#)
 - [Keeping your domain name secure](#)
 - [How to stop using your domain name](#)
 - [What to do if your domain is compromised](#)
42. The sub-Registrant is a data controller of the personal data it shares with the Registrant.
43. The sub-Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Sub-registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS

records where they are available to:

- provide support; protect the domain names in the
- public sector; and to reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Sub-registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

Pricing for .gov.uk domain names

44. The pricing for .gov.uk domain names is to be confirmed.