

Domain Name Registration Terms and Conditions

This contract is between you (the Customer/Registrant) of the domain and On Time Design

Allowing a domain name to expire means losing the rights to your domain name, therefore losing your ability to have a branded online web presence, this can be both inconvenient and costly and not only incurs down time, but can be disastrous for your company.

It is your (the customer) responsibility to ensure that you keep us informed and supply us with valid and up to date contact information and details at all times.

Choosing a Domain(s):

You (the customer) represent that, to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, you (the customer) agree that you have read and agree to the terms & conditions of Nominet, If you are registering the domain for a third party, you agree that they (third party) have also read and agree to the Nominet terms & conditions as well.

Term:

This Agreement shall remain in full force during the length of the term of your domain name(s) registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you (the customer) choose to renew or otherwise lengthen the term of your domain name(s) registration(s), then the term of this Agreement shall be extended accordingly. Should the domain name(s) be transferred to another Registrar, the terms and conditions of this contract shall cease.

Domain(s) Renewal(s):

To ensure your (the customers) domain(s) are not lost we (On Time Design) operate a automatic renewal system on all domains therefore when due your domain(s) will automatically renew. This renewal process and billing for this service takes place 30 days before the domain(s) expiry date(s). This is not refundable and it is your responsibility to ensure valid contact and payment details are provided to us at all times - failure can lead to suspension.

Although the domain renewal process is automated, it is still your (the customers) responsibility to check that your renewal(s) have been successful within one month of the renewal date(s).

For .uk domains this can be done using Nominet's [Whols](#) search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

.co.uk - domains are automatically set to renew for a further *2 year period from expiry date

.com - domains are automatically set to renew for a further *1 year period from expiry date

*(*unless other wise stated and agreed)*

We will notify you by email, when your domain renewal is due to take place, this gives you the option to cancel the domain renewal process, if you so wish, as long as the required 40 days (from the domains expiry date) notice period is given in writing.

On Time Design cannot be held accountable/responsible if you (the customer) do not receive these emails and as a result the domain name is either renewed without your consent or if applicable, deleted due to non-renewal.

Once your domain(s) has/have been registered, if when the domain becomes due for renewal, you require On Time Design to continue to renew the domain(s) on your behalf, then no further action is required on your part, the domain will automatically renew for a further period (*as stated above) 30 days (from the domain(s) expiry date) at which point you will be invoiced for the relevant service. *(please refer to our website for current pricing).*

If for any reason we have not heard from you within 40 days of the domains expiry date then this automated domain renewal process (which is beyond our control) will take place and you will be invoiced the full amount for the domain renewal(s), please be aware that this process is non refundable.

If you prefer to use a different provider for the renewal of your domain(s) nearer the domain(s) expiry date(s) please be aware that we do require you (the customer) to provide us with at least 40 days written notice from the domain(s) expiry date(s), to enable us to complete the transfer of the IPS Tag over to the new provider, in time.

If you wish to cancel the domain renewal process at any time, we do require written notice from you (the customer) within at least 40 days of the domain(s) expiry date(s).

If you (the customer) decide not to renew your domain and have not given the required notice period in writing, On Time Design reserve the right to make the domain available to the public for purchase, On Time Design cannot be held liable for this.

When you (the customer) instruct us to register/renew a domain name(s), you (the customer) must have the right to use the name(s) and by instructing us (On Time Design) to register/renew the domain name(s) you are confirming that you do have that right

Transferring Domain(s):

If you (the customer) wish to transfer your domain(s) at any time over to a different service provider, we do require written notice from you (the customer) within 40 days of the domain(s) expiry date(s), along with details of the new provider(s) IPS Tag(s).

*Please be aware that the IPS tag(s) change over may take up to 24 hours to complete, therefore if your (the customers) domain registration renewal is due within 30 days of the domain(s) expiry date, then you (the customer) will need to wait until the domain(s) has been renewed by us (On Time Design) for a further period (*as stated above), before transferring it.*

You (the customer) shall be responsible for any costs and or expenses incurred by us (On Time Design) in respect of the transfer of the registered domain name(s).

On Time Design shall levy a standard administration fee of £25 per hour + VAT in respect of any costs incurred in assisting with such a change of ownership or transfer.

If you sell or transfer ownership of a domain(s), there may be a charge(s) levied by our registrars for changing the owner's name/address details, for which, you (the customer) will be liable.

On Time Design shall be entitled to refuse or relocate or transfer such domain name(s), unless such costs and expenses and all other charges due under these terms and conditions have been paid in full by you (the customer).

Information you (the customer) are required to Submit:

As part of the registration process, you (the customer) are required to provide to us (On Time Design) certain information, you (the customer) agree to keep us informed at all times of any changes to the information supplied to us in connection with your application for domain name registration/renewal, the details that you supply to us must be current, complete and accurate at all times:

- (a) the domain name to be registered;
- (b) the domain name holder's name and mailing address;
- (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
- (d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

On Time Design at its discretion may refuse to renew any registration(s) unless current, complete and accurate information is provided to us at all times.

You (the customer) acknowledge that providing inaccurate information or failing to provide current, complete and accurate information to us promptly will constitute a material breach of this Agreement and will be a basis for cancellation of your domain name.

We (On Time Design and any third parties that we use to secure the registration/renewal of your domain name(s)) may from time to time request additional information from you (the customer). While not obligated to provide the

additional information, you should provide the additional requested information to ensure that you will obtain all the products and services that are made available to domain name registrants.

You (the customer) acknowledge that we (On Time Design and any third parties that we use to secure the registration/renewal of your domain name(s)) will make some of the information that you (the customer) provide during the registration process publicly available as required by the registry for your domain name(s). Additionally, you (the customer) acknowledge that the registry for your name(s) may impose guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities. We (On Time Design and any third parties that we use to secure the registration/renewal of your domain name(s)) will not otherwise disclose your (the customers) information to any third party unless it is required to maintain your domain name(s).

Additional Information Maintained about your Registration

In addition to the information that you (the customer) provide to us (On Time Design and any third parties that we use to secure the registration/renewal of your domain name(s)), maintain additional information relating to your domain name registration, including:

- (a) the original creation date of the registration;
- (b) the date and time the registration application was submitted to us and the appropriate registry;
- (c) communications constituting registration orders, modifications, or terminations and related correspondence;
- (d) records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (e) the IP names and address of the primary name servers and any secondary name servers;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
- (h) the expiration date of the registration; and (i) other information regarding all other activity regarding your domain name registration and related services.

Additional:

In addition to our (On Time Design) terms and conditions as set out above, you (the customer) must also agree to be bound by the terms and conditions of the registries that we use to secure your domain name, specifically:

For **.co.uk/.org.uk/.ltd.uk/.plc.uk** domains, click here: [Nominet UK \(terms and conditions\)](#).

For **.com/org/.mobi/.net** domains, click here: [ICANN.org](#).

For **.eu** domains, click here: [EURid \(terms and conditions\)](#)

You also agree that any dispute arising from your domain registration will be bound by the appropriate dispute resolution policy, specifically:

For **.co.uk/.org.uk/.ltd.uk/.plc.uk**, click here: [Nominet \(Dispute Resolution Service\)](#)

For **.com/org/.mobi/.net** domains, click here: [ICANN Uniform Domain-Name \(Dispute-Resolution Policy\)](#).

For **.eu**, click here: [EURid \(Dispute Policy\)](#)

Dispute Policy:

The Dispute Policy governs any dispute between you (the customer) and any party other than us over the registration and use of the domain name(s).

We (On Time Design) will not participate in any way, in any dispute between you and any party other than us regarding either the, registration and use of your domain name. You shall indemnify us (On Time Design) not name us as a party or otherwise include us in any such proceedings.

In addition, you agree to indemnify us for all costs resulting from any such dispute(s).

Payment Terms:

All fees due to On Time Design must be prepaid and are non-refundable, in whole or in part, even if the domain name(s) registration(s) is/are suspended, cancelled or transferred prior to the end of the registration term.

In the event of a charge back by a credit card company or other payment provider, the domain name registration shall be transferred to On Time Design as the paying entity for the registration. On Time Design may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently UK £100 + VAT.

We reserve the right to make an administration charge of £20 + VAT (per domain) where customers have attempted to register a domain name with multiple registrars.

Payment Terms: Strictly payment in full on receipt of invoice.

All payments are to be in UK sterling.

LIMITATION OF LIABILITY

You (the customer) agree that On Time Design shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if On Time Design has been advised of the possibility of such damages, and in particular On Time Design will not be liable for the following:

- (a) suspension or loss of your domain registration;
- (b) use of your domain name registration;
- (c) interruption of your business;
- (d) access delays or interruptions to any web sites accessed by your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of On Time Design and any third parties it uses to secure your domain registration/renewal;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

On Time Design shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your (the customers) application, receipt of, or failure to receive a domain name registration.

On Time Design's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by you (the customer) for registration of the domain name; and
- (b) £25.00 (UK Pounds).

BREACH AND REVOCATION

On Time Design and any third parties it uses to secure your domain registration/renewal, reserve(s) the right to suspend, cancel, transfer or modify your (the customers) domain name(s) registration(s) in the event that:

- (a) you materially breach this Agreement;
- (b) you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) you use your domain name in connection with unlawful activity;
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or
- (e) you use your domain name in connection with material that is slanderous to On Time Design or any other associated companies or any third parties that they use to secure the registration/renewal of your domain name(s))

You acknowledge and agree that:

- (a) providing inaccurate information;**
 - (b) failing to update information promptly; or**
 - (c) failing to respond to any correspondence that On Time Design sends out, concerning the accuracy of contact details within fifteen (15) calendar days of request;**
- shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration/renewal.**

General Terms

Spamming

On Time Design does not allow bulk emailing or unsolicited email of any kind via or in association with any of the domain(s) or website(s) held on the server(s) it uses and supplies to its customers, this includes any volume however large or small. This type of activity uses resources and annoys customers because of this we (and most ISP's) are strictly against this in any form.

Server Use

Hosting accounts and associated web space are to be used solely by you (the customer), you (the customer) are not permitted to resell, store or give away any of the web hosting/web space or services that are supplied to you with your (the customers) website to any other third parties. Allowing any third party to host content on your (the customers) web site is strictly forbidden. Exceptions to this include ad banners, classified ads, and personal ads.

On Time Design reserves the right to refuse service and /or access to the server(s) it uses to anyone.

On Time Design do not allow any of the following content to be stored on the server(s) it uses:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation(s).

Adult Material – This includes any form of pornography, erotic images, or otherwise lewd, obscene or offensive content. The designation of "adult material" is left entirely to the discretion of On Time Design.

Warez – this includes pirated software, cd / dvd roms, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above, it also includes any site(s) which provide "links to" or "how to" information about such material or practices.

Force Majeure. On Time Design (and any third parties that it uses to secure the registration/renewal of your domain name(s)) shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Non-Waiver. The failure of On Time Design (and any third parties that they use to secure the registration/renewal of your domain name(s)) to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by On Time Design (and any third parties that they use to secure the registration/renewal of your domain name(s)) of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Governing Law. Except as otherwise stated in the relevant Authorities Dispute Policy with respect to disputes, this Agreement, your (the customers) rights and obligations and all contemplated by this Agreement shall be governed by the laws of the United Kingdom.

On Time Design reserves the right to revise its terms, conditions and charges at any time, without any prior notice.

These terms and conditions do not affect your statutory rights as a consumer.

Please note: by instructing us and paying for any of the services we provide, you agree to be bound by all On Time Design's terms and conditions.