



# Service Specific Terms and Conditions: Domain Registration Services

Rev 2.1 June 2023

## 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(i) for you, all information transmitted to or from the Services (including software and manuals), (ii) for us, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary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  
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**“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. 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 ([www.ogi.wales](http://www.ogi.wales)).
- 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.
- 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.

## **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.