

In force before 31 October 2007

Terms and Conditions for Domain Name Registrations

1. Entitlement

1.1 All customers of the Services are entitled to register a free Domain Name.

2. General

2.1 We will register your chosen Domain Name with Nominet UK (the UK Internet domain naming authority) for a period of two years. Provided you remain a customer of the Services, on expiry of the initial Domain Name registration period we will automatically renew your Domain Name and we will be responsible for any renewal fees. If you do not remain a customer of the Services after the initial Domain Name registration period, you will be responsible for any renewal fees.

2.2 If at any time during, or on termination of, this Agreement you choose to transfer your Domain Name to another service provider, we will charge you an administration fee of £25. On termination of this Agreement, you can also surrender your registration of the Domain Name. You agree to do everything necessary to give effect to any such surrender or transfer.

2.3 If you are a Pay As You Go user, you must connect to the Internet using the published dial-up number and your given username and password at least once in each period of 35 days. If you fail to do so, we will suspend your domain name and will charge you a fee to reactivate it.

2.4 We only provide one non-interchangeable Domain Name free of charge to each customer of the Services. If you require an additional Domain Name or a Domain Name different to the Domain Name originally requested we reserve the right to charge you to register and host the additional/different Domain Name in accordance with our prevailing terms.

2.5 We cannot guarantee that your choice of Domain Name will be available. You warrant that you are entitled to use any trademark or name that you are seeking to use in any Domain Name, URL or e-mail address.

3. Nominet

3.1 For the purposes of administration of the Domain Name you agree to appoint us as your representative to complete the formalities with Nominet UK and to deal with Nominet UK on your behalf for the duration of this Agreement.

3.2 When the Domain Name is registered in your name, you will also be subject to the terms and conditions of Nominet UK which are available for inspection at <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>.

3.3 You agree to be bound by the Nominet UK Dispute Resolution service in the event that anyone else claims to be entitled to the Domain Name you have registered.

4. Definitions

The following terms will have the following meanings:

"Agreement" means the agreement between you and us for the provision of the Services, comprising these Terms and Conditions, the Terms and Conditions for your Internet access Service and the Privacy Policy;

"Domain Name" means a .co.uk, .org.uk or .me.uk domain name, as supplied by Nominet UK;

"Services" means the Dial, JustMail, Pay As You Go, Anytime and Broadband services described in your online registration form through which you may gain access to the Internet via a telecommunications network.

"We, Us and Our" means Brightview Internet Services Limited (no. 4334320) having its registered office at 9-10 Grafton Street, London, W1S 4EN;

"You, Your" means the person, company or organisation whose details are included on the registration form.