

Domain Name Registration Terms and Conditions

These terms and conditions regulate the relationship between the customer (“the Customer”) and Adept Design (Norfolk) Limited (“Adept”) and apply to the all services offered by Adept (“the Service”).

From time to time these terms and conditions may be reviewed and amended. Existing customers will be notified in advance of any changes being enforced.

An up-to-date copy may be found on our website (www.adeptdesign.co.uk).

Domain registrations are subject to additional terms and conditions set by the appropriate domain registry.

.uk domain name registrations and renewals are subject to Nominet’s T&C’s:
<http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>

Billing and Payment

All prices are quoted in Great British Pounds and all payments shall be made in Great British Pounds. This agreement is subject to the jurisdiction of English law.

All prices exclude VAT unless otherwise specified. VAT will be charged at the prevailing rate when an invoice is raised by Adept to the Customer.

Term and Renewal

Domain names are registered for a minimum term of either 12 months or 24 months depending on the extension of the domain. It may be possible in some cases to register a domain for a longer period if requested.

The Service is subject to a minimum term equal to the period of registration. In order to ensure continuity of service, Adept will automatically renew the Service for a further period of registration up to 30 days before the end of each term unless otherwise notified in advance in accordance with the cancellation policy.

The term will start from the date of registration, even when the Customer is not actively making use of the Domain during this time. Domains are registered on a “first come first served” basis. Failure to register a domain may result in it becoming unavailable for the Customer’s use.

Cancellation Policy

The Customer may cancel the Service or the renewal of the Service by giving Adept at least 30 days written notice before the expiry date. However, the Customer remains obligated to pay all amounts remaining in the current term.

Any termination by the Customer or Adept shall not relieve the Customer of any obligation to pay fees accrued prior to such termination.

Should the Customer cancel the service, Adept take no responsibility for the continued availability of the domain name to the Customer. Failure to secure the continued registration of a domain may result in it being registered by another party.

Expired Domains (UK domains)

If you request that you no longer wish to have your domain name renewed by us, it will be left to expire and all services we provide regarding that domain name will be suspended. Your domain name will then go into a 30 day protected period, after 30 days your domain will be suspended by Nominet and it will go into a 60 day grace period.

If you change your mind and still wanted to retain your domain name, you still can and at the original renewal price. This must be requested by email before the 80th day after your domain has expired. Approximately 93 days after expiry your domain will be cancelled and deleted from the register, and made available for resale through a third party registrar by Nominet. Adept will not guarantee the renewal of a domain name after this happens.

Fees

The fees for the Service will be outlined to the Customer in a quotation from Adept.

Fees will be invoiced in advance for the whole period of registration. Invoices are due and payable within 30 days of the date of issue.

Adept reserve the right to vary prices between renewal dates; the Customer will be informed in advance of any changes. New prices will apply from the start of the next term of service. The Customer is under no obligation to renew the Service with Adept, however there will be a charge for any time spent by Adept in facilitating transfers, and the Customer must assume responsibility for any disruption.

Refunds Policy

The Service is subject to a minimum term and billed in advanced, therefore no refunds of fees paid will be possible. The Customer is under no obligation to continue the service, as long as the required notice is provided to Adept before the current agreement lapses.

Transfer of Domains and DNS

Should the Customer wish to transfer their domain to another provider, Adept will facilitate this request. If the Customer is also transferring their DNS service the Customer will solely be responsible for ensuring compatibility and continuation of service.

Any assistance required facilitating the transfer of service beyond the change of IPS Tag or provision of Auth codes will be charged at our standard hourly rates for system administration.

In some cases due to restrictions outside our control, domains may not be transferred in the first or last 60 days of a period of registration. During this time, only a renewal through Adept would be possible.

Requests for DNS changes

Adept will provide DNS management as part of the Service. Any changes to DNS records must be submitted to Adept in writing. Adept will endeavour to make changes as quickly as possible during office hours, however please allow at least 48 hours for the changes to be made.

DNS changes may be requested at any time during the term of service. Due to DNS propagation and caching, it may take up to a further 72 hours for any changes made to DNS to be live on the internet.

Advanced DNS management or consultancy will be charged for at our standard hourly rates for system administration.

Indemnity

The Customer shall indemnify Adept and keep Adept indemnified and hold Adept harmless from and against any breach by the Customer of these terms of business and any claim brought against Adept by a third party resulting from the provision of services by Adept to the Customer and the Customer's use of the services and the server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Adept in consequences of the Customer's breach or non-observance of any of the terms of this agreement.