

**DATED** \_\_\_\_\_

**(1) << >>**

**(2) << >>**

**DOMAIN NAME SALE AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)    [<<Name of Vendor>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“the Vendor”) and]

OR

[<<Name of Vendor>> an individual whose address is <<Address>> (“the Vendor”) and]

- (2)    [<<Name of Purchaser>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“the Purchaser”)]

OR

[<<Name of Purchaser>> individual whose address is <<Address>> (“the Purchaser”)]

**WHEREAS:**

- (1)    The Vendor currently owns the domain name <<Insert Domain Name>> (the “Domain Name”), having acquired title to it on <<Date>>. The Vendor is the sole legal and beneficial owner of the Domain Name.
- (2)    The Domain Name is registered with <<Domain Name Registrar>> (the “Registrar”).
- (3)    The Purchaser wishes to acquire the Domain Name and the Vendor hereby agrees to transfer and assign the Domain Name to the Purchaser under the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1    In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Business Day”**                      means any day other than Saturday or Sunday that is not a bank or public holiday;

**“Commencement Date”**        means <<Insert date of Agreement>>; and

**“Confidential Information”**        means all business, technical, financial or other information created or exchanged between the Parties in the course of performing their obligations under this Agreement including the existence of this Agreement.

- 1.2 Unless the context of the reference in this Agreement to:
- 1.2.1 “writing”, and communication, includes a reference to any electronic or facsimile transmission or similar means;
- 1.2.2 a statute or provision as it is a reference to that statute or provision as it is at the relevant time;
- 1.2.3 “this Agreement” and “Schedules” means this Agreement and each of the Schedules attached at the relevant time;
- 1.2.4 a Schedule means the Schedule to this Agreement; and
- 1.2.5 a Clause or paragraph means a reference to a Clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
2. **Sale of Domain Name**
- 2.1 The Purchaser hereby agrees to purchase the Domain Name from the Vendor [through an escrow service] within << >> Business Days of the Commencement Date the sum of £<< >> (the “Sale Price”) for the transfer and assignment of the Domain Name.
- 2.2 Payment of the Sale Price shall be made in accordance with Clause 3 of this Agreement.
- 2.3 The Vendor hereby agrees to execute the transfer of the Domain Name in accordance with this Agreement within << >> Business Days of receipt of the Sale Price [through an escrow service].
3. **Payment of Sale Price**
- 3.1 [Payment shall be made by direct transfer to a bank account nominated by the Vendor]
- OR
- [Payment shall be made by escrow service, such a service to be nominated by the Vendor in accordance with the agreement of the Purchaser.]
- 3.2 The Vendor shall be responsible for the payment of any and all fees due to the escrow service provider.
- 3.3 In the event that the Vendor fails to complete the transfer of the Domain Name specified in Clause 2.3 within the time limit specified in Clause 14 of this Agreement, the Vendor shall continue using the Domain Name as if the Agreement for sale with a third party. The Purchaser shall not be able to use the Domain Name.

4. **Transfer of Domain Name**

- 4.1 The Vendor shall submit to the Registrar required to effect the transfer of the Domain Name, including receipt of the Sale Price [by the Vendor] OR [by the escrow service] in accordance with Clause 2.3 of this Agreement.
- 4.2 Both Parties hereby agree to take any further actions that may be required by the Registrar to effect the transfer of the Domain Name in a timely manner.
- 4.3 Any and all costs associated with the transfer of the Domain Name, including those of registration, shall be borne by the Vendor] OR [solely by the Purchaser] OR [equally by both Parties].

5. **No Reservation of Rights**

Upon the performance by the Vendor of its obligations under Clause 3 of this Agreement the Purchaser shall have the right to use or disseminate the Domain Name and shall have no obligation to the Vendor. The Vendor shall cease to have any interest in the Domain Name and all associated therewith shall revert to the Purchaser upon completion of the registration of the Domain Name in the name of the Purchaser.

6. **Additional Rights**

- 6.1 In the event that the Domain Name is used as a trade mark, it is hereby agreed that the Vendor shall take all necessary steps to effect the assignment of the Domain Name to the Purchaser at the same time as the assignment of the Domain Name.
- 6.2 The Vendor hereby agrees to assign to the Purchaser any and all references to the Domain Name and transfer that do not fall within the scope of Clause 10 of this Agreement, including all promotional materials published by the Vendor.

7. **Vendor Warranties and Indemnities**

- 7.1 The Vendor hereby warrants that:
- 7.1.1 they are the legal and beneficial owner of the Domain Name;
  - 7.1.2 they have a right to fully effect the transfer and assignment in accordance with the terms and conditions of this Agreement;
  - 7.1.3 the Domain Name is free from claims and encumbrances;
  - 7.1.4 there is, at the time of assignment, no pending litigation or other dispute concerning the Domain Name or any related rights; and
  - 7.1.5 the Domain Name is free from any trade mark or other third party rights.
- 7.2 The Vendor hereby agrees to indemnify and hold harmless the Purchaser against any and all costs, legal costs, professional and other expenses or losses incurred or suffered by the Purchaser whether or not caused in whole or in part by any dispute or proceedings brought by a third party.

- alleging infringement of the Vendor's intellectual property rights in respect of any of the representations made by the Vendor.
- 7.3 The provisions of sub-clause 7.3.1 to 7.3.3 shall apply to the Vendor provided:
- 7.3.1 the Purchaser is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;
- 7.3.2 the Purchaser is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;
- 7.3.3 the Purchaser is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;

## 8. Purchaser Warranties and Indemnities

- 8.1 The Purchaser hereby warrants and indemnifies the Vendor that:
- 8.1.1 they will not use the Vendor's name or trade mark in such a way that infringes any intellectual property rights of the Vendor or of any third party; and
- 8.1.2 they will not use the Vendor's name or trade mark in connection with any purpose which may, in the opinion of the Vendor, be deemed immoral, offensive, or otherwise objectionable.
- 8.2 The Purchaser hereby warrants and indemnifies the Vendor against any and all costs, legal costs, professional and other expenses of a third party incurred or suffered by the Vendor whether direct, indirect, or consequential, arising out of any dispute or proceedings brought by a third party alleging infringement of the Vendor's intellectual property rights in respect of any of the representations made by the Vendor or arising out of any breach by the Purchaser of any of the terms and conditions of this Agreement.
- 8.3 The provisions of sub-clause 8.3.1 to 8.3.3 shall apply to the Vendor provided:
- 8.3.1 the Vendor is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;
- 8.3.2 the Vendor is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;
- 8.3.3 the Vendor is not a party to any claim or proceeding arising out of or in connection with the claim or proceedings at the Vendor's cost and expense;

## 9. Liability

- 9.1 Subject to Clause 9.2, the Vendor shall not be liable to the Purchaser for any loss or damage suffered by the Purchaser even if such loss is foreseeable or if the Vendor has been advised of the possibility of such loss or damage.
- 9.2 [The Vendor's entire liability in respect of any breach of its contractual obligations shall be limited to the amount of the purchase price paid by the Purchaser to the Vendor.]

or tortious act or omission arising under or in connection with this Agreement

ence arising under or in connection with this Agreement.

## 10. Confidentiality

10.1 During the term of this Agreement for any period of <<Date>>], the following Confidential Information ("Disclosing Party").

After termination or expiration of this Agreement, the provisions of <<Insert Period>> starting on <<Date>>] shall apply to the Party receiving Confidential Information ("Receiving Party") from the other Party (the "Disclosing Party").

10.2 Subject to sub-Clause 10.2.1, the Receiving Party:

party:

10.2.1 may not use Confidential Information for any purpose other than the performance of its obligations under this Agreement;

information for any purpose other than the performance of its obligations under this Agreement;

10.2.2 may not disclose Confidential Information to any person except as required with the prior written consent of the Disclosing Party; and

information to any person except as required with the prior written consent of the Disclosing Party; and

10.2.3 shall make Confidential Information Confidential.

that the use or disclosure of the Confidential Information.

10.3 The obligations of Confidentiality shall not apply to any Confidential Information that:

In all provisions of this Clause 10 shall apply to Confidential Information that:

10.3.1 is in the public domain or is received by the Receiving Party or is published in the public domain prior to its receipt by the Receiving Party;

the free disposal of the Receiving Party in the public domain prior to its receipt by the Receiving Party;

10.3.2 is or becomes non-confidential through no fault of the Receiving Party;

non-confidential basis through no fault of the Receiving Party;

10.3.3 is required to be disclosed by applicable law or regulation; or

applicable law or regulation; or

10.3.4 is received by the Receiving Party from a third party who, on reasonable grounds, the Receiving Party claims to have no obligation of Confidentiality to the Disclosing Party in respect thereof and no influence upon the Receiving Party.

Receiving Party from a third party who, on reasonable grounds, the Receiving Party claims to have no obligation of Confidentiality to the Disclosing Party in respect thereof and no influence upon the Receiving Party.

10.4 Without prejudice to the remedies available, the Receiving Party shall, without proof of special damage, be entitled to recover threatened or actual damages or other remedies in respect of any breach of this Clause.

remedies the Disclosing Party may recover and agrees that in the event of a breach of this Clause, the Receiving Party shall, without proof of special damage, be entitled to recover threatened or actual damages or other remedies in respect of any breach of this Clause in addition to any remedies available.

10.5 The obligations of Confidentiality shall survive the expiry or the termination of this Agreement for whatever reason.

provisions of this Clause shall survive the expiry or the termination of this Agreement for whatever reason.

## 11. Termination

11.1 Subject to Clause 11.2, the Vendor may terminate this Agreement in the event that the Purchaser fails to pay the Sale Price within the time period specified in Clause 6 of this Agreement.

the Vendor may terminate this Agreement if the Purchaser fails to pay the Sale Price within the time period specified in Clause 6 of this Agreement.

11.2 Subject to Clause 11.1, the Purchaser may terminate this Agreement in the event that the Vendor fails to execute the transfer of the Domain Name along with the rights as set out in Clause 6 within the time period specified in Clause 6 of this Agreement.

the Purchaser may terminate this Agreement if the Vendor fails to execute the transfer of the Domain Name along with the rights as set out in Clause 6 within the time period specified in Clause 6 of this Agreement.

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11.3 Upon termination of this Agreement by the Party, all sums paid under this Agreement shall be refunded immediately.

## 12. Assignment

Neither Party shall assign, or in any other manner make over to any third party the benefit of this Agreement without the prior written consent of the other, such consent to be reasonably withheld.

## 13. Notices

13.1 All notices under this Agreement shall be in writing.

13.2 Notices shall be deemed to have been given:

13.2.1 when delivered by hand to the addressee or other messenger (including overnight courier) during business hours of the recipient;

13.2.2 when sent by registered mail, telex, facsimile or e-mail and a successful transmission is generated;

13.2.3 on the fifth Business Day after mailing, if mailed first class, postage prepaid; or

13.2.4 on the tenth Business Day after mailing, if mailed by airmail, postage prepaid.

13.3 In each case notices shall be sent to the most recent address, e-mail address, or facsimile number of the other party.

## 14. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power outages, natural disasters, civil action, civil unrest, fire, flood, strikes, governmental action or any other event that is beyond the control of the Party.

## 15. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

## 16. Entire Agreement

16.1 This Agreement constitutes the entire agreement and understanding between the Parties and shall supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. No Party shall be entitled to rely on any agreement, understanding or arrangement not set forth in this Agreement, save as expressly provided herein.

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for any representation  
16.2 Unless otherwise  
Agreement may be

elsewhere in this Agreement, this  
ent signed by both of the Parties.

## 17. No Waiver

The Parties agree that no  
provision in this Agreement  
enforce that provision or any  
be deemed to be a waiver  
constitute a continuing waiver

to enforce the performance of any  
waiver of the right to subsequently  
Agreement. Such failure shall not  
subsequent breach and shall not

## 18. [Dispute Resolution (Arbitration)]

18.1 It is agreed that where  
arises between the Parties  
single arbitrator will be  
resolve the particular dispute

reference relating to this Agreement  
be referred to the arbitration of a  
persons and practical experience to

18.2 The arbitrator shall  
shall be appointed by the  
England and Wales

or in the event of failure to agree  
time being of the Law Society of

18.3 The arbitration shall  
with the Arbitration Act  
the time being in force

on>> and shall be in accordance  
ment or modification of that Act for

18.4 The Parties shall provide  
requested by him with all  
obligations of confidentiality

arbitrator all information reasonably  
ar dispute, imposing appropriate

18.5 The Parties shall require  
render his decision on the  
requested or if this is not  
practicable. The Parties shall  
this objective

use all reasonable endeavours to  
ing his receipt of the information  
thereafter as may reasonably be  
fully with the arbitrator to achieve

18.6 The Parties shall share  
decision of the arbitrator

uses of the arbitrator equally. The  
depending upon both Parties.

18.7 [The Parties agree that  
England and Wales shall  
arbitration.]]

application or appeal to the courts of  
of law arising in the course of the

## 19. Law and Jurisdiction

19.1 This Agreement shall be

laws of England and Wales.

19.2 [Any dispute between the  
jurisdiction of the courts of

this Agreement shall fall within the  
es.]



**IN WITNESS WHEREOF** this Agreement is  
before written

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Vendor's Name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Purchaser's Name>>

In the presence of  
<<Name & Address of Witness>>

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executed the day and year first