

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

**(1) << >>**

**(2) << >>**

**DOMAIN NAME RENTAL AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

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

OR

[<<Name of Owner>> an individual whose address is <<Address>> ("the Owner") and]

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

OR

[<<Name of Renter>> individual whose address is <<Address>> ("the Renter")]

**WHEREAS:**

- (1)    The Owner currently owns the domain name <<Insert Domain Name>> (the "Domain Name"), having acquired title to it on <<Date>>. The Owner 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 Owner wishes to allow the Renter to rent the domain name and to have full use thereof for the term and subject to the terms and conditions set forth in 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>>;

**"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; and

**"Rental Period"**                      means either the Initial Period or a Renewal Period as defined in Clause 2 of this Agreement.

- 1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to:
- 1.2.1 “writing”, and any other form of communication, includes a reference to any communication in electronic or facsimile transmission or any other similar means of communication;
  - 1.2.2 a statute or regulation includes a reference to that statute or regulation as in force at the relevant time;
  - 1.2.3 “this Agreement” includes this Agreement and each of the Schedules attached to it at the relevant time;
  - 1.2.4 a Schedule includes a Schedule to this Agreement; and
  - 1.2.5 a Clause or paragraph includes a reference to a Clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.

## 2. Rental Term

- 2.1 The Owner shall lease the Domain Name to the Renter for a period of <<e.g. 6 months>> beginning on the Initial Date (the “Initial Period”).
- 2.2 Following the Initial Period, the Renter shall be at liberty to renew the lease of the Domain Name for successive periods of <<e.g. 1 year>> (each a “Renewal Period”).
- 2.3 The first Renewal Period shall be governed by the provision by which the Renter of written notice to the Owner of its wish to renew the lease beyond the Initial Period, such notice to be given no later than <<e.g. 30>> days prior to the end of the Initial Period.
- 2.4 [All Renewal Periods shall occur automatically until the provision below.]

OR

[All Renewal Periods shall be governed by the provision by the Renter of written notice stating its wish to renew the lease for a further Renewal Period, such notice to be given no later than <<e.g. 30>> days prior to the end of the current Renewal Period. If no such notice is supplied, this Agreement shall end at the end of the current Renewal Period.]

## 3. Rental Fees and Payment

- 3.1 The Renter shall pay to the Owner the sum of £<< >> in consideration of the lease of the Domain Name for the Initial Period (the “Initial Fee”).
- 3.2 For each Renewal Period, the Renter shall pay to the owner the sum of £<< >> (each a “Renewal Fee”) in accordance with sub-Clause 3.3 of this Agreement.

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3.3 Each Renewal Payment shall be made in full at least <<e.g. 15>> days prior to the commencement of the [Renewal Period] OR [in <e.g. 12>> days prior to the end of the relevant Renewal Period].

3.4 All payments to be made under this Agreement shall be made in accordance with the provisions specified in Schedule 1.

3.5 The Owner shall reserve the right to change the payment terms in this Clause 3 or to suspend the Agreement if, without that reasonable written notice of

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#### 4. **Hosting and Transfer of Domain Name**

[Following payment by the Renter of this Agreement, transfer of the Domain Name System Server records nominated by the Renter as the "DNS Server", such transfer shall be completed within < >> Business Days of receipt of the Initial Payment.]

OR

[The Parties hereby agree that the Renter shall be deemed to have accepted the Domain Name on behalf of the Renter for the duration of the Agreement and shall be liable for return for additional appropriate Rental Fee.]

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#### 5. **Rights**

5.1 All ownership rights and title thereto shall continue to vest in the Owner throughout the term of this Agreement.

5.2 This Agreement shall not bestow any rights of title or ownership upon the Renter at any time.

5.3 Throughout the term of the Agreement the Renter shall have the exclusive right to use the Domain Name subject to the usage limitations described in Schedule 2 to this Agreement.

5.4 The Owner shall not assign or transfer the Domain Name to any third parties during the term of the Agreement.

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#### 6. **Intellectual Property Rights**

6.1 The Renter hereby acknowledges that the Domain Name as envisaged by this Agreement does not bestow any rights upon the Renter[, subject to the provisions of sub-Clause 6.2 below].

6.2 [In the event that the Domain Name is a trade mark, it is hereby agreed that the Renter shall grant an exclusive licence for the use of that trade mark to the Owner for a term equal to that of the lease of the Domain Name established under this Agreement.]

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7. **Owner Warranties and Indemnities**

- 7.1 The Owner hereby warrants that:
- 7.1.1 they are the legal and beneficial owner of the Domain Name;
  - 7.1.2 they have authority to permit the rental of the Domain Name 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 rental, no pending litigation or other proceedings brought by a third party in respect of any of the Domain Name or any related rights; and
  - 7.1.5 the Domain Name does not infringe any trade mark or other third party rights.
- 7.2 The Owner hereby indemnify and hold harmless the Renter against any and all costs, legal costs, professional and other expenses of the Renter incurred or suffered by the Renter whether direct, indirect, contractual, tortious or arising out of any dispute or proceedings brought by a third party alleging infringement of property rights in respect of any of the Domain Name or any related rights.
- 7.3 The provisions of sub-clause 7.1 shall be provided:
- 7.3.1 the Renter shall indemnify the Owner of any claim or proceeding brought by a third party in respect of any of the Domain Name or any related rights as soon as it is notified in writing receipt of it;
  - 7.3.2 the Renter shall indemnify the Owner of any claim or proceeding brought by a third party in respect of any of the Domain Name or any related rights as soon as it is notified in writing receipt of it;
  - 7.3.3 the Renter shall indemnify the Owner of any claim or proceeding brought by a third party in respect of any of the Domain Name or any related rights as soon as it is notified in writing receipt of it;

8. **Renter Warranties and Indemnities**

- 8.1 The Renter hereby warrants that:
- 8.1.1 they will not use the Domain Name in such a way that infringes any trade mark or other property rights of the Owner or of any third party; and
  - 8.1.2 they will not use the Domain Name in connection with any purpose which may, in the opinion of the Owner and Wales, be deemed immoral, obscene or otherwise offensive, objectionable or unlawful.
- 8.2 The Renter hereby indemnify and hold harmless the Owner against any and all costs, legal costs, professional and other expenses of the Owner incurred or suffered by the Owner whether direct, indirect, contractual, tortious or arising out of any dispute or proceedings brought by a third party alleging infringement of property rights in respect of any of the Domain Name or any related rights or arising out of any breach by the Renter of any of the terms and conditions of this Agreement.
- 8.3 The provisions of sub-clause 8.1 shall be provided:

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8.3.1 the Owner grant the Renter of any claim or proceeding as soon as receiving receipt of it;

8.3.2 the Owner release the Renter from all liability and gives the Renter sole authority to settle any claim or proceedings at the Purchaser's expense;

8.3.3 the Owner grant the Renter reasonable assistance in connection with any such claim or proceeding at the Renter's cost and expense.

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## 9. Liability

9.1 Subject to Clause 10, the Owner shall not be liable to the Renter for any indirect loss or damage, even if such loss is reasonably foreseeable, or if the Owner has been advised of the possibility of the Renter suffering such loss or damage.

9.2 [The Owner's entire liability in respect of any breach of its contractual obligations, whether in tort, in equity, by any representation, statement or tortious act or on any other basis arising under or in connection with this Agreement shall be limited to the sum of <<Insert Amount>>.]

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## 10. Confidentiality

10.1 During the term of this Agreement for any period of <<Insert Period>> starting on <<Date>>], the following provisions shall apply to the Party receiving Confidential Information ("Receiving Party") from the other Party (the "Disclosing Party").

10.2 Subject to sub-Clause 10.3, the Receiving Party:

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

10.2.2 may not disclose the Confidential Information to any person except the Disclosing Party; and

10.2.3 shall make all reasonable efforts to prevent the use or disclosure of the Confidential Information by its employees, agents, consultants and subcontractors.

10.3 The obligations of the Receiving Party under all provisions of this Clause 10 shall not apply to any Confidential Information to the extent that:

10.3.1 is in the public domain at the time of disclosure or becomes so through the free disposal of the Receiving Party or is published in the public domain prior to its disclosure;

10.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

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

10.3.4 is received in good faith by the Receiving Party from a third party who, at the time of disclosure, the Receiving Party claims to have no knowledge of the Confidential Information of the Disclosing Party in respect thereof and the Receiving Party undertakes to indemnify the Disclosing Party in the event of a claim for breach of confidentiality being made against the Receiving Party.

10.4 Without prejudice to the remedies available to the Disclosing Party, the Receiving Party shall, at its expense, defend and agrees that in the event of a claim for breach of confidentiality being made against the Receiving Party, the Disclosing Party shall, at its expense, defend the Receiving Party.

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breach of this Clause shall, without proof of special damage, be entitled to recover, as damages, the amount of any threatened or actual loss of profits or other damages or other remedies.

any shall, without proof of special damage, be entitled to recover, as damages, the amount of any threatened or actual loss of profits or other damages or other remedies.

10.5 The obligations of the parties under the provisions of this Clause 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 Owner may terminate this Agreement in the event of non-payment of the Rental Fee in Clause 3 of this Agreement within the time period specified in sub-Clause 3.3.

the Owner may terminate this Agreement in the event of non-payment of the Rental Fee, as set out in Clause 3 of this Agreement within the time period specified in sub-Clause 3.3.

11.2 Following the Initial Period, the Owner may terminate this Agreement at any time and for any reason by giving 30 days' written notice, such that the termination shall take effect at the end of the current Rental Period.

the Owner may terminate this Agreement at any time and for any reason by giving 30 days' written notice, such that the termination shall take effect at the end of the current Rental Period.

11.3 Subject to Clause 11.2, the Renter may terminate this Agreement in the event of non-payment of the Rental Fee in Clause 4 of this Agreement within the time period specified in sub-Clause 4.3.

the Renter may terminate this Agreement in the event of non-payment of the Rental Fee, as set out in Clause 4 of this Agreement within the time period specified in sub-Clause 4.3.

11.4 [Following the Initial Period, the Renter may terminate this Agreement at any time and for any reason by giving 30 days' written notice, such that the termination shall take effect at the end of the current Rental Period.]

the Renter may terminate this Agreement at any time and for any reason by giving 30 days' written notice, such that the termination shall take effect at the end of the current Rental Period.

11.5 Upon termination by either party, all sums paid by the Renter under this Agreement in respect of the Rental Fee for the period that has not yet commenced shall be returned immediately to the Renter.

all sums paid by the Renter under this Agreement in respect of the Rental Fee for the period that has not yet commenced shall be returned immediately to the Renter.

## 12. Assignment

Neither Party shall assign, sub-license, 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 not to be unreasonably withheld.

Neither Party shall assign, sub-license, 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 not to be unreasonably withheld.

## 13. Notices

13.1 All notices under this Agreement shall be in writing.

writing.

13.2 Notices shall be deemed to have been given:

given:

13.2.1 when delivered to the recipient by hand or by registered mail;

by hand or other messenger (including during business hours of the recipient);

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

by email or e-mail and a successful transmission is generated;

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

by airmail, if mailed first class, postage prepaid;

13.2.4 on the tenth Business Day after the date of posting, if mailed by airmail, postage prepaid.

by airmail, if mailed by airmail, postage prepaid.

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

#### 14. **Force Majeure**

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay is caused from any cause that is beyond the reasonable control of that Party, which shall include, but are not limited to: power failure, Internet Service Provider failure, natural action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, or governmental action or any other event that is beyond the control of the Parties.

#### 15. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed and 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.

16.2 Unless otherwise provided herein, this Agreement may be amended or modified only by an instrument signed by both of the Parties.

#### 17. **No Waiver**

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a subsequent breach and shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

#### 18. **[Dispute Resolution (Arbitration)]**

18.1 It is agreed that any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of a single arbitrator with the necessary qualifications and practical experience to resolve the particular dispute.

18.2 The arbitrator shall be appointed by the Law Society of England and Wales or in the event of failure to agree by the time being of the Law Society of England and Wales.

18.3 The arbitration shall be conducted in accordance with the Arbitration Act 1996 (as amended) and shall be in accordance with the Arbitration Act 1996 (as amended) or modification of that Act for the time being in force.



the time being in force of the Agreement.

18.4 The Parties shall provide to the arbitrator all information reasonably requested by him in connection with the dispute, imposing appropriate obligations of confidentiality.

18.5 The Parties shall request the arbitrator to use all reasonable endeavours to render his decision as soon as possible after his receipt of the information requested or if this is not possible, as soon as practicable. The Parties shall fully co-operate with the arbitrator to achieve this objective.

18.6 The Parties shall submit their claims and defences to the arbitrator equally. The decision of the arbitrator shall be binding upon both Parties.

18.7 [The Parties agree to waive their right of application or appeal to the courts of England and Wales in relation to any award of law arising in the course of the arbitration.]]

## 19. Law and Jurisdiction

19.1 This Agreement shall be governed by the laws of England and Wales.

19.2 [Any dispute between the Parties arising out of this Agreement shall fall within the jurisdiction of the courts of England and Wales.]

**IN WITNESS WHEREOF** this Agreement has been executed and signed before written

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

**Additional Payment Provisions**

<<Insert Details>>

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**Domain Name Usage Limitations**

<<Describe Limitations>>

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