



**NOMINET**

**Dispute Resolution Service  
Procedure**

## **DISPUTE RESOLUTION SERVICE POLICY**

**VERSION 3 - JULY 2008  
(APPLIES TO ALL DISPUTES FILED ON OR AFTER  
29 JULY 2008)**

**(VERSION 2 APPLIED TO DISPUTES FILED BETWEEN  
25 OCTOBER 2005 AND 28TH JULY 2008)**

**(VERSION 1 APPLIED TO DISPUTES FILED BETWEEN  
SEPTEMBER 2001 AND 24 OCTOBER 2004)**

## 1 Definitions

**Abusive Registration** means a Domain Name which either:

- i. was registered or otherwise acquired in a manner which, at the time when the registration or acquisition took place, took unfair advantage of or was unfairly detrimental to the Complainant's Rights;
- or
- ii. has been used in a manner which has taken unfair advantage of or has been unfairly detrimental to the Complainant's Rights;

**Complainant** means a third party who asserts to us the elements set out in paragraph 2 of this Policy and according to the Procedure, or, if there are multiple complainants, the 'lead complainant' (see Procedure paragraph 3(b));

**Day** means unless otherwise stated any day other than Saturday, Sunday or any Bank or public holiday in England and Wales;

**Decision** means the decision reached by an Expert and where applicable includes the summary decision and decision of an appeal panel;

**Dispute Resolution Service** or DRS means the service provided by us according to this Policy and the Procedure;

**Domain Name** means a domain name registered in any sub-domain of the .uk domain and which is the subject of dispute between the Parties according to this Policy and the Procedure;

**Expert** means the expert we appoint under paragraph 8 of the Procedure;

**Informal Mediation** means impartial mediation which we conduct to facilitate a resolution acceptable to both Parties;

**Party** means a Complainant or Respondent and 'Parties' has a corresponding meaning;

**Procedure** means the procedure for the conduct of proceedings under the DRS;

**Respondent** means the person (including a legal person) in whose name or on whose behalf a Domain Name is registered;

**Reverse Domain Name Hijacking** means using the DRS in bad faith in an attempt to deprive a Respondent of a Domain Name;

**Rights** means rights enforceable by the Complainant, whether under English law or otherwise, and may include rights in descriptive terms which have acquired a secondary meaning;

**We** means Nominet UK (company no. 3203859) whose registered office is at Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ and 'us' and 'our' have corresponding meanings.

## 2 Communication

- a. We will send a complaint (see paragraph 3) to the Respondent by using, in our discretion, any of the following means:
  - i. sending the complaint by first class post, fax or email to the Respondent at the contact details shown as the registrant or other contacts in our domain name register database entry for the Domain Name;
  - ii. sending the complaint in electronic form (including attachments to the extent available in that form) by email to:
    - A. postmaster@<the Domain Name>; or
    - B. if the Domain Name resolves to an active web page (other than a generic page which we conclude is maintained by a registrar for parking Domain Names), to any email address shown or email links on that web page so far as this is practicable; or
  - iii. sending the complaint to any addresses provided to us by the Complainant under paragraph 3(c)(iii) so far as this is practicable.
- b. Except as set out in paragraph 2(a) above, all written communication to a Party or a Party's representative under the Policy or this Procedure shall be made by fax, first class post or email.
- c. Communication shall be made in English. Email communications should be sent in plain text so far as this is practicable.
- d. During the course of proceedings under the DRS, if either Party wishes to change its contact details it must notify us of all changes.
- e. Except as otherwise provided in this Procedure or as otherwise decided by us or if appointed, the Expert, all communications provided for under this Procedure shall be deemed to have been received:
  - i. if sent by fax, on the date transmitted; or
  - ii. if sent by first class post, on the second Day after posting; or
  - iii. if sent via the Internet, on the date that the communication was transmitted;
  - iv. and, unless otherwise provided in this Procedure, the time periods provided for under the Policy and this Procedure shall be calculated accordingly.
- f. Any communication (except for communications relating to Informal Mediation or if other exceptional circumstances apply) between:
  - i. us and any Party shall be copied by us to the other Party and if appointed, the Expert, subject to paragraph 13, below; and
  - ii. a Party to another Party shall be copied by the sender to us and we will copy such correspondence to the Expert, if appointed.

### 3 The complaint

- a. Any person or entity may submit a complaint to us in accordance with the Policy and this Procedure. In exceptional circumstances, we may have to suspend our ability to accept complaints. If so, we will post a message to that effect on our web site which will indicate when the suspension is likely to be lifted. The procedure set out in this paragraph 3 for filing a complaint shall be subject to our e-filing procedure as set out in paragraph 24.
- b. More than one person or entity may jointly make a complaint. Where this occurs the joint Complainants must:
  - i. all sign the hard copy of the complaint (or have it signed on their behalf);
  - ii. specify one of the Complainants, or a single representative, who will be the 'lead Complainant' who will receive correspondence on behalf of all the Complainants and is entitled to act on behalf of them all (e.g. in Informal Mediation); and
  - iii. specify which Complainant the Complainants wish to become the sole registrant of each Domain Name(s), if the Complainants are successful (this does not bind the Expert).
- c. The Complainant must send the complaint to us using the online electronic forms on our web site (except to the extent not available for attachments or if other exceptional circumstances apply, in which case hard copies may be sent as an alternative). The complaint shall:-
  - i. not exceed 5000 words (not including the text set out in paragraph 3(c)(ix) below and annexes);
  - ii. specify whether the Complainant wishes to be contacted direct or through an authorised representative, and set out the email address, telephone number, fax number and postal address which should be used;
  - iii. set out any of the Respondent's contact details which are known to the Complainant;
  - iv. specify the Domain Name and the name or mark which is identical or similar to the Domain Name and in which the Complainant asserts it has Rights;
  - v. describe in accordance with the Policy the grounds on which the complaint is made including in particular: what Rights the Complainant asserts in the name or mark; why the Domain Name should be considered to be an Abusive Registration in the hands of the Respondent; and discuss any applicable aspects of paragraph 3 of the Policy, as well as any other grounds which support the Complainant's assertion;
  - vi. specify whether the Complainant is seeking to have the Domain Name transferred, suspended, cancelled or otherwise amended;
  - vii. tell us whether any legal proceedings have been commenced or terminated in connection with the Domain Name;
  - viii. state that the Complainant will submit to the exclusive jurisdiction of the English courts with respect to any legal proceedings seeking to reverse the effect of a Decision requiring the suspension, cancellation, transfer or other amendment to a Domain Name registration, and that the Complainant agrees that any such legal proceedings will be governed by English law;
  - ix. conclude with the following statement followed by the signature of the Complainant or its authorised representative:-

"The Complainant agrees that its claims and remedies concerning the registration of the Domain Name, the dispute, or the dispute's resolution shall be solely against the Respondent and that neither Nominet UK nor its directors, officers, employees or servants nor any Expert shall be liable for anything done or omitted in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith.";

"The information contained in this complaint is to the best of the Complainant's knowledge true and complete. This complaint is not being presented in bad faith and the matters stated in this complaint comply with the Procedure and applicable law.";

and

"If the Expert orders a transfer of the Domain Name(s) then I agree to be bound by Nominet's Terms and Conditions for the Registration of Domain Names, and in particular the provisions relating to Nominet's processing of personal data."
  - x. attach three copies of any documentary or other evidence on which the Complainant relies including correspondence and any trade mark registration and/or evidence of use of or reputation in a name or mark, together with an index of the material attached.
- d. The complaint may relate to more than one Domain Name, provided that those Domain Names are registered in the name of the Respondent.

## 4 Notification of complaint

- a. We will check that the complaint complies with the Policy and this Procedure and, if so, we will forward it to the Respondent together with our explanatory coversheet within three (3) Days of our receipt of the complaint.
- b. If we find that the complaint does not comply with the Policy and this Procedure, we will promptly notify the Complainant of the deficiencies we have identified. The Complainant shall have three (3) Days from receipt of notification within which to correct the deficiencies and return the complaint to us, failing which we will deem the complaint to be withdrawn. This will not prevent the Complainant submitting a different complaint to us.
- c. Proceedings under the DRS will commence on the earliest date upon which the complaint is deemed to have been received by the Respondent in accordance with paragraph 2(e). We will promptly notify the Parties of the date of commencement of such proceedings.

## 5 The response

- a. Within fifteen (15) Days of the date of commencement of proceedings under the DRS, the Respondent shall submit a response to us.
- b. Within three (3) Days following our receipt of the response, we will forward the response to the Complainant.
- c. The Respondent must send the response to us using the online electronic forms on our web site (except to the extent not available for attachments or if other exceptional circumstances apply, in which case hard copies may be sent as an alternative). The procedure set out in this paragraph 5 for filing a response shall be subject to our e-filing procedure as set out in paragraph 24. The response shall:
  - i. not exceed 5000 words (not including the text set out in paragraph 5(c)(v) and annexes);
  - ii. include any grounds the Respondent wishes to rely upon to rebut the Complainant's assertions under 3(c)(v) above including any relevant factors set out in paragraph 4 of the Policy;
  - iii. specify whether the Respondent wishes to be contacted direct or through an authorised representative, and set out the email address, telephone number, fax number and postal address which should be used;

- iv. tell us whether any legal proceedings have been commenced or terminated in connection with the Domain Name;
- v. conclude with the following statement followed by the signature of the Respondent or its authorised representative:-

“The information contained in this response is to the best of the Respondent’s knowledge true and complete and the matters stated in this response comply with the Procedure and applicable law.”; and

- vi. attach three copies of any documentary or other evidence on which the Respondent relies including correspondence and any trade mark registration and/or evidence of use of or reputation in a name or mark together with an index of the material attached.

d. If the Respondent does not submit a response, we will notify the Parties that we will appoint the Expert on our receipt from the Complainant of the applicable fees according to paragraph 21 and in the absence of exceptional circumstances. The Complainant has the option of paying for a full decision (on payment of the fees set out in paragraph 21(a)), or of applying for a summary decision in accordance with paragraphs 5(e) and 5(f).

e. If the Respondent does not submit a response the Complainant shall be entitled to apply, upon payment of the fee set out in paragraph 21(c), for a summary decision. If the Complainant does not pay the applicable fee within the time limit set out in paragraph 21(d), we will deem the complaint to be withdrawn and the Complainant shall not be prevented from submitting a different complaint to us. The appointed Expert shall only grant an application for a summary decision if the conditions set out in paragraph 7(c) of the Policy are satisfied.

f. If the Expert grants the Complainant’s application for a summary decision, the Domain Name will be transferred to the Complainant and the normal procedures as to the communication and implementation of Decisions, under paragraph 17, and appeal, under paragraph 18, shall apply.

## 6 Reply by the Complainant

- a. Within five (5) Days of receiving the response from us, the Complainant may submit to us a reply to the Respondent's response, which shall not exceed 2000 words (not including annexes). If a reply is submitted it must be submitted as far as possible in electronic form using our online forms, unless exceptional circumstances apply in which case the reply may be submitted to us in hard copy (including three copies of all annexes). If the Complainant does not submit a reply to us within five (5) Days we will proceed to Informal Mediation.
- b. Any reply by the Complainant must be restricted solely to matters which are newly raised in the Respondent's response and were not raised in the Complainant's complaint as originally submitted to us. If an Expert is appointed and the reply extends to other matters, the Expert may declare it inadmissible to the extent that it deals with matters going beyond those newly raised in the Respondent's response. To the extent that the Expert intends to take note of any new material, the Expert should invite the Respondent to file a further submission in response to that material and such further submission shall not exceed 2000 words (not including annexes).

## 7 Informal mediation

- a. Within three (3) Days of our receipt of the Complainant's reply (or the expiry of the deadline to do so), we will begin to conduct Informal Mediation. Informal Mediation will be conducted in a manner which we, in our sole discretion, consider appropriate. No Informal Mediation will occur if the Respondent does not file a Response.
- b. Negotiations conducted between the Parties during Informal Mediation (including any information obtained from or in connection to negotiations) shall be confidential, that is they will not be shown to the Expert. Neither we nor any Party may reveal details of such negotiations to any third parties unless a court of competent jurisdiction orders disclosure, or we or either Party are required to do so by applicable laws or regulations. Neither Party shall use any information gained during mediation for any ulterior or collateral purpose or include it in any submission likely to be seen by any Expert, judge or arbitrator in this dispute or any later dispute or litigation.
- c. If the Parties reach a settlement during Informal Mediation then the existence, nature and terms of the settlement shall be confidential, unless the Parties specifically agree otherwise or a court of competent jurisdiction orders otherwise.
- d. No binding verbal agreements can be reached as part of the Informal Mediation: any settlement reached by the Parties must be in writing or similar electronic form to be enforceable.
- e. If the Parties do not achieve an acceptable resolution through Informal Mediation within ten (10) Days, we will send notice to the Parties that we will appoint an Expert when the Complainant has paid the applicable fees set out under paragraph 21(a) within the time limit specified in paragraph 21(d).
- f. On appointment of an Expert we will tell the Expert whether or not Informal Mediation occurred, but we will not tell the Expert what happened during Informal Mediation or why it failed to resolve the dispute.
- g. No Party may ask us (including our directors, officers, employees, contractors, agents) or any Expert to reveal information or materials gained as a result of any Informal Mediation under the DRS unless such disclosure has been ordered by a court of competent jurisdiction. Neither Party shall call the Expert or us (including our directors, officers, employees, contractors, or agents) as a witness (either in person or to produce documents or other materials) in any proceedings which arise from, or are in connection with, the matters discussed in the mediation.

## 8 Appointment of the expert and timing of decision

- a. If we do not receive the Complainant's request to refer the matter to an Expert together with the applicable fees within ten (10) Days of the Complainant's receipt of the notice referred to in paragraph 7(e) above, we will deem the complaint to be withdrawn, unless the Respondent chooses to pay for decision under paragraph 8(b) below.
- b. If the Complainant does not seek referral of the matter to an Expert, we will inform the Respondent. The Respondent may elect to pay the applicable fees in accordance with paragraph 21(a) upon which payment we will appoint an Expert to reach a decision. If we do not receive the Respondent's request to refer the matter to an Expert together with the applicable fees set out in paragraph 21(a) within ten (10) Days of the Respondent's receipt of the notice, we will deem the complaint to be withdrawn and the Complainant shall not be prevented from submitting a different complaint to us.
- c. Within five (5) Days of our receipt of the applicable fees from the Complainant or Respondent as the case may be, we will appoint an Expert on a rotational basis from our list of Experts.
- d. We will maintain and publish a list of Experts and their qualifications.
- e. Once we have appointed the Expert, we will notify the Parties of the name of the Expert appointed and the date by which, except in exceptional circumstances, the Expert will forward his or her Decision to us.

## 9 Impartiality and independence

- a. The Expert shall be impartial and independent and both before accepting the appointment and during the proceedings will disclose to us any circumstances giving rise to justifiable doubt as to his or her impartiality or independence. We will have the discretion to appoint a substitute Expert if necessary in which case we will adjust the timetable accordingly.

## 10 Communication between parties and the expert

- a. A Party and the Expert must not communicate directly. All communication between a Party and the Expert must be made through us.

## 11 Transmission of the file to the expert

- a. We will forward the file except for documents relating to Informal Mediation to the Expert as soon as the Expert is appointed.

## 12 General powers of Nominet and the expert

- a. We, or the Expert if appointed, may in exceptional cases extend any period of time in proceedings under the DRS.
- b. The Expert shall determine the admissibility, relevance, materiality and weight of the evidence.
- c. We shall decide a request by a Party to consolidate multiple Domain Name disputes in accordance with the Policy and this Procedure.
- d. We may from time to time implement quality control measures, including peer review, and shall set out the details of such quality control measures on our web site.
- e. The determination of whether exceptional circumstances exist under any provision of this Procedure or the Policy shall be in our sole discretion.

## 13 Further statement

- a. In addition to the complaint, the response and if applicable the reply and any appeal, the Expert may request further statements or documents from the Parties. The Expert will not be obliged to consider any statements or documents from the Parties which he or she has not received according to the Policy or this Procedure or which he or she has not requested.
- b. Any communication with us intended to be passed to the Expert which is not part of the standard process (e.g. other than a complaint, response, reply, submissions requested by the Expert, appeal notice or appeal notice response) is a 'non-standard submission'. Any non-standard submission must contain as a separate, first paragraph, a brief explanation of why there is an exceptional need for the non-standard submission. We will pass this explanation to the Expert, and the remainder will only be passed to the Expert at his or her sole discretion. If there is no explanation, we may not pass on the document or information.
- c. On receipt of a non-standard submission we shall copy to the other Party the explanatory first paragraph, but we will only send the remainder to the other Party if and when the Expert requests sight of the remainder.

## 14 In person hearings

- a. No in person hearings (including hearings by conference call, video conference and web conference) will be held unless the Expert determines in his or her sole discretion and in exceptional cases, that such a hearing is necessary to enable him or her to come to a Decision.

## 15 Default

- a. If we find that a submission by a Party exceeds the word limit, we will return the submission to that Party who will within three (3) Days return a submission to us which complies with the word limits. If we do not receive the submission back from:
  - i. the Complainant, we will deem the complaint to be withdrawn, which will not stop the Complainant from submitting a different complaint; or
  - ii. the Respondent, we will notify the Parties that we will appoint the Expert when the Complainant has paid the applicable fees set out in paragraph 21 and in the absence of exceptional circumstances. Once appointed the Expert will decide the dispute based upon the complaint and evidence attached to it.
- b. If, in the absence of exceptional circumstances, a Party does not comply with any time period laid down in the Policy or this Procedure, the Expert will proceed to a Decision on the complaint. If the Expert has not been appointed Nominet shall take any action which it deems appropriate in its sole discretion, unless prescribed by this Procedure.
- c. If, in the absence of exceptional circumstances, a Party does not comply with any provision in the Policy or this Procedure or any request by us or the Expert, the Expert will draw such inferences from the Party's non compliance as he or she considers appropriate.

## 16 Expert decision

- a. The Expert will decide a complaint on the basis of the Parties' submissions, the Policy and this Procedure. The Expert may (but will have no obligation to) look at any web sites referred to in the Parties' submissions. Moreover, there may be occasions where the Expert is in possession of relevant information, which is not in the case papers and upon which he or she wishes to rely for the purposes of the Decision. In such circumstances the Expert will inform the Parties and invite them to make submissions.
- b. Unless exceptional circumstances apply, an Expert shall forward his or her Decision to us within fifteen (15) Days of his or her appointment pursuant to paragraph 8. This period includes a period for any peer review of the draft Decision.
- c. The Decision shall be in writing and signed, provide the reasons on which it is based, indicate the date on which it was made and identify the name of the Expert. A Decision made on an application for summary decision will certify that the conditions set out in paragraph 7(c) of the Policy have been satisfied and shall not set out the Expert's reasoning in full.
- d. If the Expert concludes that the dispute is not within the scope of paragraph 2 of the Policy, he or she shall state that this is the case. If, after considering the submissions, the Expert finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking, the Expert shall state this finding in the Decision. If the Complainant is found on three separate occasions within a 2-year period to have brought a complaint in bad faith, Nominet will not accept any further complaints from that Complainant for a period of 2 years.

## 17 Communication of decision to parties and implementation of decision

- a. Within three (3) Days of our receipt of a Decision from the Expert, we will communicate the full text of the Decision to each Party and the date for the implementation of the Decision in accordance with the Policy.
- b. We will publish the full Decision and the date that any action which the Decision requires will be taken, on our web site.
- c. If the Expert makes a Decision that a Domain Name registration should be cancelled, suspended, transferred or otherwise amended, we will implement that Decision by making any necessary changes to our domain name register database after ten (10) Days of the date that the Parties were notified, unless, during the ten (10) Days following the date that the Parties were notified we receive from either Party:
  - i. an appeal or statement of intention to appeal complying with paragraph 18, in which case we will take no further action in respect of the Domain Name until the appeal is concluded; or
  - ii. official documentation showing that the Party has issued and served (or in the case of service outside England and Wales, commenced the process of serving) legal proceedings against the other Party in respect of the Domain Name. In this case, we will take no further action in respect of the Domain Name unless we receive:
    - A. evidence which satisfies us that the Parties have reached a settlement; or
    - B. evidence which satisfies us that such proceedings have been dismissed, withdrawn or are otherwise unsuccessful.

## 18 Appeal

- a. Either Party shall have the right to appeal a Decision by submitting either:
  - i. a statement of the intention to appeal (see paragraph 18(b)), plus the non-refundable deposit (see paragraph 21(e)), which must be followed within fifteen (15) Days by an appeal notice (see paragraph 18(c)) and the balance of the fee (see paragraph 21(e)); or
  - ii. an appeal notice (see paragraph 18(c)) and the whole fee (see paragraph 21(e)).

- b. A statement of intention to appeal should only contain sufficient information to make it clear that an appeal is requested. The statement of intention to appeal should not contain the actual grounds or reasons for appeal.
  - c. An appeal notice should not exceed 1000 words, should set out detailed grounds and reasons for the appeal, but shall contain no new evidence or annexes.
  - d. Within three (3) Days of our receipt of the:
    - i. statement of the intention to appeal and deposit; or
    - ii. appeal notice and the full feewe will forward the statement of intention to appeal or appeal notice (as the case may be) to the other Party.
  - e. Within ten (10) Days of receiving the appeal notice from us, the other Party may submit to us an appeal notice response (paragraph 18(f)).
  - f. An appeal notice response must not exceed 1000 words, should set out detailed grounds and reasons why the appeal should be rejected but should contain no new evidence or annexes.
  - g. Following the filing of an appeal notice response (or the expiry of the deadline to do so) we will appoint an appeal panel of three members of the Expert Review Group. The test of impartiality shall apply to each member of the appeal panel. Subject to this the appeal panel shall consist of:
    - i. the chairman of the group of Experts, or at his or her discretion, a member of the Expert Review Group of his or her choice; and
    - ii. the next available two members of the Expert Review Group appointed by rotation from our list.
  - h. The appeal panel should not normally take into consideration any new evidence presented in an appeal notice or appeal notice response, unless they believe that it is in the interests of justice to do so.
- i. So far as is appropriate in the circumstances paragraphs 16 and 17 apply equally to appeal Decisions, except that:
- i. appeal Decisions should be returned by the appeal panel to us within thirty (30) days of the appointment of the last panellist, and this period includes a period for any peer review of the draft appeal Decision. This deadline may be extended by up to ten (10) Days by agreement with us; and
  - ii. appeal Decisions cannot be subject to any appeal within the DRS.

## 19 Settlement or other grounds for termination

- a. If, before a Decision is made the Parties agree and notify us of a settlement which we approve, whether or not pursuant to Informal Mediation, we will terminate proceedings under the DRS.
- b. If, before a Decision is made, it becomes unnecessary or impossible to continue proceedings under the DRS for any reason, we will terminate proceedings under the DRS unless a Party raises justifiable grounds for objection within a period of time which we will determine.

## 20 Effect of court proceedings

- a. If legal proceedings relating to a Domain Name are issued in a court of competent jurisdiction before or during the course of proceedings under the DRS and are brought to our attention, we will suspend the proceedings, pending the outcome of the legal proceedings.
- b. A Party must promptly notify us if it initiates legal proceedings in a court of competent jurisdiction in relating to a Domain Name during the course of proceedings under the DRS.

## 21 Fees

- a. The applicable fees in respect of the referral of proceedings under the DRS to an Expert are £750 excluding VAT for disputes involving 1-5 Domain Names and only one Complainant. For disputes involving 6 or more Domain Names, and/or more than one Complainant, we will set a fee in consultation with the Expert.
- b. Fees are payable by the Complainant or Respondent (as the case may be) only if an acceptable resolution has not been reached and/or we notify the Parties that an Expert is to be appointed.
- c. The applicable fee for a summary decision application in accordance with paragraph 5(d) shall be £200 excluding VAT.
- d. If we have not received the fees from the Complainant as set out in paragraph 21(a) and (c) above within ten (10) Days of receipt by the Complainant of notice from us that an Expert is to be appointed under paragraphs 5(d), 7(e) or 15(a)(ii) we will deem the complaint to be withdrawn unless the Respondent chooses to pay for a Decision under paragraph 8(b).
- e. The applicable fees for the submission of an appeal are £3,000 excluding VAT. If the option is used to pay a deposit and the balance, the deposit is £300 excluding VAT and non-refundable, and the balance is £2,700 excluding VAT. If the deposit is paid, and the balance of the fee and/or appeal notice are not filed in time, that appeal is deemed withdrawn and the case will be closed.

- f. In exceptional circumstances, for example if an in person hearing is held, we will request that the Parties pay additional fees to be agreed between us, the Parties and the Expert.
- g. All fees are calculated on a cost-recovery basis, and are passed on in their entirety to the Expert(s). We do not charge for our mediation or administration services in respect of the DRS.

## 22 Exclusion of liability

- a. Neither we nor our directors, officers, employees or servants nor any Expert shall be liable to a party for anything done or omitted in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith.

## 23 Modifications to the policy and procedure of the Dispute Resolution Service

- a. The Internet is an emerging and evolving medium and the regulatory and administrative framework under which we operate is constantly developing. For these reasons we reserve the right to make reasonable modifications to the Policy and Procedure at any time. We will only do so when we have good reason. Except where we are acting in pursuance of a statutory requirement or a court order, changes will be implemented following a process of open public consultation. Each such change will be published in advance (where practicable, thirty (30) calendar days in advance) on our web site: [nominet.uk/domains/resolving-uk-domain-disputes-and-complaints/](https://nominet.uk/domains/resolving-uk-domain-disputes-and-complaints/) and will become binding and effective upon the date specified therein.
- b. The Respondent will be bound by the Policy and Procedure which are current at the time the DRS is commenced until the dispute is concluded.

## 23 E-filing

- a. Notwithstanding the provisions of the Policy and this Procedure which require hard copies of documents and any annexes to be filed together with the original signatures of the Parties, we shall in our sole discretion permit electronic filing of all forms, documents and annexes, and may not require hard copies to be served. Details of the e-filing procedure as exists from time to time will be given on our web site and it is strongly recommended that such e-filing procedure is followed unless exceptional circumstances exist.



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## Further help

You can find more information and help on our web site  
[nominet.uk/domains/resolving-uk-domain-disputes-and-complaints/](http://nominet.uk/domains/resolving-uk-domain-disputes-and-complaints/)  
You can email us on [drs@nominet.org.uk](mailto:drs@nominet.org.uk),  
fax us on 01865 332292  
or telephone us on 01865 332211.

Remember that we have to stay neutral, so we cannot  
tell you whether you will win or lose your case,  
or how to write your complaint or response.

[nominet.uk](http://nominet.uk)

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