

## **auDA PUBLISHED POLICY**

**Policy Title:** TRANSFERS (CHANGE OF REGISTRANT) POLICY

**Policy No:**

**Publication Date:**

**Status:** Current

### **1. BACKGROUND**

- 1.1 This document sets out auDA's policy on the transfer of a domain name licence from a registrant to a proposed new registrant, which has the effect of changing the name of the registrant as listed in the registry database.
- 1.2 This document does not detail the technical steps required to change the registrant in the registry database. This information is made available to all auDA accredited registrars by the registry.

### **2. TERMINOLOGY**

- 2.1 This policy uses the following terms:
  - a) "proposed new registrant" means the entity or person to whom the registrant proposes to transfer their domain name licence; and
  - b) "eligible entity" means an entity or person who is eligible to hold the domain name licence under relevant auDA published policies.

### **3. CIRCUMSTANCES OF TRANSFER**

- 3.1 Subject to the prohibition contained in section 4, a registrant may:
  - a) offer their domain name licence for transfer (or "sale") to another eligible entity, by any means; and
  - b) transfer their domain name licence to another eligible entity, for any reason.

### **4. PROHIBITION ON TRANSFER WITHIN SIX MONTHS OF REGISTRATION**

- 4.1 Under the Domain Name Eligibility and Allocation Policy Rules for Open 2LDs, a registrant may not register a domain name for the sole purpose of resale. To enforce this policy rule, a registrant is not permitted to transfer their domain name licence within the first six months after registration of the domain name. This prohibition applies to newly registered domain names only, and does not apply to renewed or transferred domain names.
- 4.2 A registrant may apply to auDA for authorisation to transfer their domain name licence within the first six months after registration of the domain name. Such authorisation will be at auDA's discretion. Circumstances under which auDA may authorise a transfer include:
  - a) where a competent arbitrator, tribunal, court or legislative body orders the registrant to transfer their domain name licence to the proposed new registrant, eg. in the case of a proceeding under the .au Dispute Resolution Policy (auDRP); or

- b) where the registrant and the proposed new registrant are legal entities belonging to the same group of related entities, eg. where a parent company transfers its domain name licence to a subsidiary.

## **5. TRANSFER PROCESS**

- 5.1 To process the transfer of a domain name licence, the registrar must:
  - a) receive a completed transfer form containing the text approved by auDA at Schedule A;
  - b) check that the proposed new registrant is an eligible entity; and
  - c) obtain confirmation of the request for transfer from the current registrant contact.
- 5.2 The registrar must keep a copy of the transfer form and confirmation from the current registrant for inspection by auDA on demand.
- 5.3 The transfer will result in a new 2 year domain name licence being issued to the proposed new registrant. The registrant is not entitled to be reimbursed by the registrar for the unused portion of their domain name licence.

## **6. CORRECTION TO REGISTRANT DETAILS**

- 6.1 Under certain circumstances, a registrar may change the name of the registrant as listed in the registry database in order to correct an error made at the time of registration. This does not involve a transfer of domain name licence and does not result in a new 2 year domain name licence being issued.
- 6.2 Circumstances under which a registrar may process a correction to registrant details include:
  - a) where the registrar or the registrant submitted incorrect data at the time of registration (eg. to correct a misspelling of the registrant's name);
  - b) where the domain name was incorrectly registered to the wrong party (eg. the domain name was registered in the name of a company employee instead of the name of the company);
  - c) where the domain name was incorrectly registered in the name of the reseller or other agent who arranged the registration; and
  - d) where otherwise authorised by auDA.

## **7. BREACH OF POLICY**

- 7.1 auDA reserves the right to investigate any transfer of a domain name licence under this policy.
- 7.2 Where a registrant or a proposed new registrant has breached auDA policy, or otherwise acted in bad faith in order to transfer a domain name licence, auDA reserves the right to reverse the transfer or to cancel the domain name licence and delete the domain name.

## SCHEDULE A

### STANDARD TEXT FOR TRANSFER FORM

Under paragraph 5.1 of the policy, the transfer form received by the registrar must contain the standard text below.

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#### **Declaration by Current Registrant of Domain Name (Transferor)**

I/We declare and warrant to the Registrar and to .au Domain Administration Ltd that:

- I am authorised to submit this form for or on behalf of the current registrant of the domain name; and
- the current registrant of the domain name is entitled to transfer the domain name licence to the proposed new registrant; and
- all information contained in this transfer form are true, complete and correct, and not misleading.

The current registrant hereby transfers the domain name licence to the proposed new registrant, subject to the terms and conditions on which the current registrant held the domain name licence at the time of transfer.

#### **Declaration by Proposed New Registrant of Domain Name (Transferee)**

I/We declare and warrant to the Registrar and to .au Domain Administration Ltd that:

- I am authorised to submit this form for or on behalf of the proposed new registrant of the domain name; and
- the proposed new registrant is eligible to hold the domain name licence under auDA's published policies from time to time; and
- all information contained in this transfer form are true, complete and correct, and not misleading.

The proposed new registrant hereby accepts the transfer of the domain name licence, subject to the terms and conditions on which the current registrant held the domain name licence at the time of transfer.

NOTE: All domain name licences are issued subject to .au Domain Administration Ltd's mandatory terms and conditions and published policies applicable from time to time, available at [www.auda.org.au](http://www.auda.org.au). Non-compliance with such terms and conditions or published policies may lead to the cancellation of a domain name licence.