

.au Domain Administration Rules: Registrar

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.au DOMAIN ADMINISTRATION RULES

REGISTRAR

PART 1 INTRODUCTION

1.1 OVERVIEW

The following is an overview of this Part:

- Registrars must comply with these auDA Rules
- The commencement dates for these auDA Rules are specified
- The objects of these auDA Rules are set out
- Definitions are specified which include terms such as: 'Australian Presence,' 'authorisation code', 'validation, 'exact match', and 'database'.

1.1.1 These .au Domain Administration Rules (auDA Rules) have been made by .au Domain Administration Limited (ABN 38 079 009 340) (.au Domain Administration) in its capacity as the administrator of, and Australian self-regulatory policy body for the .au country code Top Level Domain.

1.1.2 A registrar must comply with the auDA Rules (Registrar and Licensing), as amended from time to time by .au Domain Administration, as if they were incorporated into and form part of the:

- (1) auDA Registrar Agreement between .au Domain Administration and the Registrar; and
- (2) the Licence Agreement between the Registrant and Registrar.

1.1.3 If there is an inconsistency between the auDA Rules and the auDA Registrar Agreement, then the auDA Rules will prevail to the extent of that inconsistency.

1.2 COMMENCEMENT

1.2.1 These auDA Rules will commence on [to be advised].

1.3 OBJECTS

1.3.1 The main object of these auDA Rules when read together with the auDA Rules (Licensing) is to provide for a licensing regime which:

- (1) ensures that the .au domain is administered in the public interest;
- (2) is accessible and responsive to the needs of the Australian community;
- (3) promotes the efficiency and competitiveness of Registrar services; and
- (4) promotes consumer protection and fair trading.

1.3.2 The other objects of these auDA Rules when read together with the auDA Registrar Agreement are to:

- (1) establish minimum standards for the provision of Registrar services;
- (2) ensure Registrants receive accurate, timely, and consistent information about the process for renewing or transferring a licence;
- (3) ensure accuracy and reliability of the Registry Data; and
- (4) promote public confidence and trust in the .au domain.

1.4 DEFINITIONS

In these auDA Rules:

.au ccTLD means the .au country code Top Level Domain for Australia.

.au Domain Administration Limited (ABN 38 079 009 340) means the licensing body for .au Namespaces.

auDA Registrar Agreement means an agreement between .au Domain Administration and a Registrar accredited by .au Domain Administration to provide Registrar Services.

ABN (Australian Business Number) means an entity's ABN as specified in the Australian Business Register.

Acronym means an abbreviation formed from the initial letters of other words and pronounced as a word.

Association means an incorporated or unincorporated association formed within the limits of an Australian State or Territory or an Australian external territory.

Australian presence means:

- (1) an Australian citizen or an Australian permanent resident visa holder;
- (2) a company registered under the *Corporations Act 2001 (Cth)*;

- (3) a *Registrable Body* means a registrable Australian body or a foreign company under the *Corporations Act 2001 (Cth)* which has an Australian Registered Body Number (ARBN);
- (4) an Incorporated Association under State or Territory legislation;
- (5) an entity issued with an Australian Business Number under the *A New Tax System (Australian Business Number) Act 1999 (Cth)*;
- (6) an *Indigenous Corporation* registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)* on the Register of Aboriginal and Torres Strait Islander Corporations;
- (7) a *Registered Organisation* that is:
 - (a) an association of employers;
 - (b) an association of employees (union); or
 - (c) an enterprise association;registered under the *Fair Work (Registered Organisations) Act 2009 (Cth)* and which appears on the Register of Organisations;
- (8) a *Cooperative* registered under State or Territory legislation and which appears on the State or Territory register of cooperatives;
- (9) a *Charity* registered under the *Australian Charities and Not-for-Profits Act 2012 (Cth)*, and which appears on the Australian Charities and Not-for-Profits Commission's Charities and Not-for-Profits Register;
- (10) a *Political Party* registered under the *Commonwealth Electoral Act 1918 (Cth)* or State or Territory Electoral Act and which appears on the Register of Political Parties or as otherwise named;
- (11) a *Partnership* under the relevant Australian State or Territory law where at least one of the partners are Australian citizens or permanent resident visa holders or an Australian body corporate;
- (12) an *Unincorporated Association* formed in an Australian State or Territory with at least its management committee being Australian citizens or permanent resident visa holders;
- (13) a *Trust* where the trustee must be an Australian citizen or the trustee is an Australian body corporate;
- (14) an *Educational Institution* regulated under an Australian State, Territory or Commonwealth law;

- (15) *Government*, being either the Crown or a Commonwealth, State or Territory statutory agency;
- (16) a *Commonwealth entity* as defined in section 10 of the *Public Governance, Performance and Accountability Act 2013 (Cth)*;
- (17) the applicant or owner of an Australian Trade Mark can rely upon that application or registration to establish an Australian presence, but only in respect of a domain that is an exact match of the words which are the subject of the Australian Trade Mark.

Business name means a name used or to be used, in relation to a business and is recorded on the Business Names Register established under the *Business Names Registration Act 2011 (Cth)*.

Cooling off period means three calendar days commencing immediately after a Person enters into a Licence Agreement.

DNS means the Domain Name System which converts alphabetic names into numeric Internet Protocol addresses.

Exact match means that the information provided by the Person is identical to the information contained in the record of Reliable and Independent Electronic Data or valid identity document.

Domain name means a unique identifier consisting of a string of alphanumeric characters registered in a Namespace and recorded in WHOIS data.

Foreign company means a company incorporated outside Australia and which is registered with the Australian Securities and Investment Commission to carry on business in Australia.

Legal name means the name that appears on all official documents or legal papers.

NOTE: For example, a natural Person's legal name is the name that appears on their Birth Certificate or Change of Name Certificate (Deed Poll).

Licence means a non-exclusive, non-transferable, revocable licence issued by .au Domain Administration to a Person to use the Domain Name System (DNS) with a unique identifier of their choice.

Licence Agreement means an agreement to be entered into, or renewed, between the Registrar and each Registrant which sets out the terms on which the Registrant is granted a Licence.

Licence fee means a fee paid by the Registrant which incorporates two components:

- (1) a wholesale amount charged by the Registry Operator; and
- (2) a retail amount charged by the Registrar.

Licence period means a period of 1, 2, 3, 4 or 5 years.

Namespaces means the following: .au, .com.au, net.au, org.au, asn.au, id.au, sa.au, wa.au, nt.au, qld.au, nsw.au, vic.au, tas.au, act.au, edu.au and edu.au child zones or as varied from time to time by .au Domain Administration.

Person means:

- (1) a Commonwealth, State or Territory Minister;
- (2) a Commonwealth, State or Territory statutory authority;
- (3) a *Commonwealth entity* as defined in section 10 of the *Public Governance, Performance and Accountability Act 2013 (Cth)*;
- (4) a company registered under the *Corporations Act 2001 (Cth)*;
- (5) a *Registrable Body* means a registrable Australian body or a foreign company under the *Corporations Act 2001 (Cth)* which has an Australian Registered Body Number (ARBN);
- (6) an Incorporated Association under State or Territory legislation;
- (7) an *Indigenous Corporation* registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)* on the Register of Aboriginal and Torres Strait Islander Corporations;
- (8) a Registered Organisation under the *Fair Work (Registered Organisations) Act 2009 (Cth)*;
- (9) an Incorporated limited partnership under State or Territory legislation;
- (10) a Cooperative under State or Territory legislation, and which appears on the State or Territory register of cooperatives;
- (11) a Natural Person who is 18 years or older; or
- (12) Foreign legal entity

A Person does not include a privacy or proxy service.

Personal information has the same meaning as in section 6 of the *Privacy Act 1988 (Cth)*.

Published Policies means policies, rules and any other document as approved by the .au Domain Administration Board, which are published on the .au Domain Administration website.

NOTE: For example, these auDA Rules are Published Policies

Registrable body means a registrable Australian body or foreign company under the *Corporations Act 2001 (Cth)*.

Registrant means the holder of a Licence, as recorded in the Registry Data at the relevant time.

Registrar means a Person that is:

- (1) accredited by .au Domain Administration as a Registrar; or
- (2) authorised by .au Domain Administration to process Registry Data on behalf of Registrants in regard to a particular Namespace.

Registrar Services means any and all services to be provided by the Registrar in respect of Registry Data, .au ccTLD and any other Designated Namespaces as prescribed, or otherwise authorised, by auDA under the terms of this Agreement, which includes the following:

- (a) applying to the Registry for Licences in respect of Designated Namespaces on behalf of a person;
- (b) providing all associated services to Registrants, including services related to the maintenance, delegation, creation, transfer, modification, renewal and cancellation of Licences and/or Licence Agreements and the administrative management of all related information (including Registrant details);
- (c) checking and validating all Information provided for Registrants and Licence Applications to ensure such applicants and applications comply with, and satisfy, all relevant criteria prescribed in the auDA Registrar Agreement, auDA Rules (Licensing) and other Published Policies; and
- (d) any other services, reasonably required, or contemplated, by the Published Policies in order to assist with, and provide for, the efficient management of the .au ccTLD in accordance with the auDA Registrar Agreement;

Registry data means all data maintained in electronic form in the Registry, including:

- (1) Registrant contact information;
- (2) technical and administrative contact information;
- (3) WHOIS data;
- (4) all other data submitted by Registrars in electronic form; and
- (5) any other data concerning particular registrations or nameservers maintained in electronic form in the Registry data base.

Registry Operator means a Person who has been accredited or licensed by .au Domain Administration to maintain a Registry or to provide registry services in relation to the Registry.

Reserved name means a name which is withheld from the DNS and is not available for registration by any Person, except in certain circumstances.

Restoration fee means the fee charged by the Registrar and Registry Operator to restore a cancelled licence by the Registrant.

NOTE: For example, a Person cancels their licence but has a change of mind. The Person can request the Registrar to restore the licence.

Transfer means:

- (1) between registrants - a novation of the transferor registrant's licence and a new licence agreement being entered into by the person to whom the licence has been transferred;
- (2) between registrars – a novation of the registrant's licence agreement with the transferor registrar and a new licence agreement being entered into by the registrant with the transferee registrar.

Unique Identifier means an alphanumeric string that comprises a unique identifier, commonly referred to as a 'domain name.'

Validation means that the details provided by a Person making a licence application, are an exact match to the record of Reliable and Independent Electronic Data or valid identity document.

WHOIS data means an extract of the domain Namespace data which is made available to the public through a WHOIS service provided by the Registry Operator.

Writing includes the recording of words or data in any way (including electronically) or the display of such by any form of communication if at the time of recording it was reasonable to expect that the words or data would be readily accessible so as to be useable for subsequent reference.

PART 2 LICENCES

2.1 OVERVIEW

The following is an overview of this Part which includes specifying the:

- Provision of Registrar Services
- validation procedures for identifying a Person
- procedures for determining a Person's Australian presence and eligibility to apply for a licence in the relevant Namespace, and any applicable allocation requirements.
- the collection, use and disclosure of information
- authorisation code obligations
- the processes for licence transfers and renewals

2.2 REGISTRAR SERVICES

2.2.1 A Registrar must not provide Registrar services to a Person, unless that Person or their agent has made an application for or requested the renewal of a licence.

2.3 LICENCE APPLICATIONS

2.3.1 A Registrar must not submit an application for a licence to the Registry or renew a licence, unless the Registrar is satisfied that:

- (1) the identity of the Person has been validated;
- (2) the Person has a legitimate Australian Presence;
- (3) the Person satisfies all applicable eligibility and allocation rules for a licence in the relevant Namespace; and
- (4) the domain name is available.

2.3.2 A Registrar is only required to validate the identity and Australian Presence of a Person where:

- (1) the person makes an application for a licence; or
- (2) renews a licence for the first time; or
- (3) transfers a licence;

after the commencement date of the auDA Rules (Licensing).

Contractual capacity

2.3.3 The Registrar must:

- (1) ensure that the applicant is a Person at the time of entering into a Licence Agreement, including when renewing a licence; and
- (2) reject the application if the requirement at sub-paragraph 2.3.2(1) is not fulfilled.

NOTE: A Person must have contractual capacity to enter into a Licence Agreement. For example, A company will not have contractual capacity to enter into a Licence Agreement where the company has been deregistered.

2.4 VALIDATION REQUIREMENTS

Information Validation

2.4.1 The Registrar must collect the information directly from a Person or an agent making an application for a licence under paragraph 2.2.2 of the auDA Rules (Licensing).

2.4.2 Where a Person is using an agent to make an application for a licence, then the Registrar must collect and validate the information of that Person rather than the information of the agent.

2.4.3 A Registrar must validate the information provided by a Person in applying for a licence, to establish:

- (1) the identity of the Person; and
- (2) that the Person has a legitimate Australian presence.

2.4.4 A Registrar must validate the following minimum information in respect to the Person:

- (1) legal name;
- (2) address for service; or
- (3) residential address if the Person is a Natural Person; and
- (4) email address; or
- (5) telephone number; or
- (6) identifier issued by an Australian, State or Territory Government authority

using Reliable and Independent Electronic Data or valid identity documents.

2.4.5 A Registrar may rely on the validation of the information specified in paragraph 2.4.4, to satisfy the Australian presence requirement, where the record of Reliable

and Independent Electronic Data or valid identity document is proof of Australian presence.

NOTE: If the Person is a company and the Registrar uses the Australian Securities and Investment Commission register of companies to validate the identity of the Person, then the Registrar may rely on that validation as proof of Australian presence.

Specified Reliable and Independent Electronic Data

2.4.6 Pursuant to subclause 7(1)(f) of the Registrar Agreement, the following are specified Reliable and Independent Electronic Data:

- (1) the IP Australia's Trade Mark database where a Person is an applicant for or owner of a registered Australian Trade Mark.

2.4.7 With the exception of paragraph 2.4.6, a Registrar must validate the identity and Australian Presence of a Person in accordance with the Registrar's approved Validation Plan.

Specified Identity Documents

2.4.8 Pursuant to subclause 7(1)(f) of the Registrar Agreement, the following are specified identity documents:

- (1) Australian Driver Licence issued by a State or Territory Government authority
- (2) Australian Passport
- (3) Australian Shooter or firearm licence
- (4) Australian Security Licence
- (5) Australian Birth Certificate
- (6) Australian permanent resident visa
- (7) Australian Citizen Certificate
- (8) Australian Certificate of Registration by Descent

Requirement for Exact Match of identification details

2.4.9 The Registrar must:

- (1) ensure that the details provided by the Person are an exact match to that contained in a Reliable and Independent Electronic data record or valid identity document; and
- (2) reject the application if there is no exact match as specified in sub-paragraph 2.4.9(1).

2.4.10 A Registrar must provide a Person with a reason for rejecting the application under paragraph 2.4.9 (2).

2.5 NAMESPACE ELIGIBILITY AND ALLOCATION

- 2.5.1 The Registrar, before submitting a licence application to the Registry, must be satisfied that, in addition to paragraph 2.4.3:
- (1) the Person is eligible for a licence in the Namespace applied for; and
 - (2) the domain name can be allocated to the Person.
- 2.5.2 Where a Registrar is not satisfied that the Person is eligible for a licence in a Namespace or the domain name applied for, then the Registrar must reject the application.
- 2.5.3 A Registrar may rely on the validation of the identity and Australian Presence of a Person under paragraph 2.4.4, where the Reliable and Independent Electronic Data record or valid identity document is proof of matters relating to eligibility and/or allocation of a domain name in a Namespace.
- 2.5.4 A Registrar may rely upon a Person's warranty that a domain name can be allocated to them under paragraphs 2.6.2, 2.4.4(2) (f), 2.4.5(2)(a), 2.5.6 (2)(a), and 2.4.7(2)(c) of the auDA Rules (Licensing).
- 2.5.5 A Registrar must not approve an application for a licence, where the Registrar believes or suspects that the warranty provided under paragraph 2.5.4 is untrue.

2.6 VALIDATION PLAN

- 2.6.1 A Registrar must have an approved Validation Plan within six months of the commencement date of the auDA Registrar Agreement.
- 2.6.2 The Validation Plan must provide at a minimum the following:
- (1) the Registrar's legal name
 - (2) the contact names, telephone numbers and email addresses of senior personnel responsible for maintaining and implementing the Validation Plan
 - (3) where the Registrar is relying on Reliable and Independent Electronic Data:
 - a) a statement as to why the Registrar has determined the Reliable and Independent Electronic Data is appropriate for the purpose of paragraph 2.4.3, having regard to the matters set out in subclause 7(1)(e) of the auDA Registrar Agreement
 - b) the name and address of the party providing the Reliable and Independent Electronic Data
 - c) the process for resolving inconsistencies between Reliable and Independent Electronic Data, such as the IP address of the Person being inconsistent with information relating to their Australian Presence

- d) if and how the Reliable and Independent Electronic Data will be used for determining a Person's eligibility for a Namespace
 - e) any other matter that may materially affect the decision of .au Domain Administration to approve the Validation Plan
- (4) where a Registrar relies on valid identity documents:
- (a) the process for collecting or recording the valid identity document
 - (b) the threshold at which the Registrar is satisfied that the identity and the Australian presence of a Person has been validated.

2.6.3 A Registrar must ensure that its employees, contractors and subcontractors comply with the Validation Plan when providing Registrar services.

2.7 RESERVED NAMES

Procedure for applications - using a reserved name

2.7.1 A Registrar must not accept an application for a reserved name, unless :

- (1) the Person is a statutory authority for whom the name has been restricted for their use;
- (2) the Person has Ministerial consent to use the name; or
- (3) the Person is not captured by the relevant prohibition.

2.7.2 If the circumstances specified in paragraph 2.7.1 apply, then the Registrar must collect and submit to .au Domain Administration the following documentation:

- (1) *name restricted for the use of a statutory authority*: evidence that the Person is that statutory authority;
- (2) *Ministerial consent*: a copy of that Ministerial consent;
- (3) *Person not captured by the relevant prohibition*: a statutory declaration specifying why the prohibition does not apply to that Person.

2.7.3 In respect to paragraph 2.7.2, a Registrar must:

- (1) warrant to .au Domain Administration that the identity of the Person applying to use a reserved name has been validated; and
- (2) not submit to .au Domain Administration any document which it suspects or believes on reasonable grounds to be untrue.

- 2.7.4 .au Domain Administration reserves the right to take action against the Registrar under the auDA Registrar Agreement, if the warranty made by the Registrar pursuant to subparagraph 2.7.3(1), is untrue, inaccurate or incomplete.

Procedure for applications – notification by .au Domain Administration

- 2.7.5 Notification to the Registrar as to whether the Person may use a reserved name, will be provided by .au Domain Administration within seven calendar days of the receipt of the written documentation supplied by the Registrar pursuant to paragraph 2.7.2.
- 2.7.6 If .au Domain Administration is satisfied that the Person can use a reserved name, then both the Registrar and the Registry will be notified by .au Domain Administration that the licence application by the Person can be accepted.

2.8 COLLECTION, USE AND DISCLOSURE

Personal information

- 2.8.1 A Registrar must inform the Person applying for a licence:
- (1) that their personal information is being collected, used and disclosed by .au Domain Administration, the Registry and Registrar for the purposes set out in paragraph 2.9 of the auDA Rules (Licensing); and
 - (2) of the option to use role-based descriptions for the Registrant, Administration and Technical Contact Names.

NOTE: For example, the following are role-based descriptions:

Domain Name: *forexample.com.au;*

Registrant Contact Name: *CEO;*

Registrant Contact Email: *ceo@forexample.com.au;*

Technical Contact Name: *Domain Administrator;*

Technical Contact Email: *Administrator@forexample.com.au.*

2.9 REGISTRANT INFORMATION

- 2.9.1 A Registrar must only enter into the Registry data, as appropriate, the Person's:
- (1) legal; or
 - (2) statutory name

and this information will describe the Registrant in the Registry data.

NOTE: For example, a natural person as Trustee for a Trust

Registrant: First Name and Last Name

Registrant ID: ABN of the trustee

Eligibility Type: Trust

Eligibility ID: ABN of the trust

A company as trustee for a Trust:

Registrant: Company Name Pty Ltd

Registrant ID: ACN or ABN of the Company Name

Eligibility Type: Trust

Eligibility ID: ABN of the Trust

2.9.2 The Registrar must include the following information in the Registry data:

Contact Object	Information to be entered by the Registrar
Registrant Contact	<p>MANDATORY</p> <p>Contact person or role (e.g, ‘General Manager’) nominated by the Registrant. In the case of a Natural Person, must be the Registrant himself or herself, or the authorised agent of the Registrant. In the case of corporate Registrants, must be a principal, employee or member of the Registrant.</p> <p>MUST NOT be the Registrar of record or their sub-contractor</p>
Technical Contact	<p>MANDATORY</p> <p>Contact person or role (e.g, ‘General Manager’) nominated by the Registrant.</p> <p>May be the Registrar of record or their subcontractor</p>
Administrative Contact	<p>OPTIONAL</p> <p>Contact person or role (e.g, ‘General Manager’) nominated by the Registrant.</p> <p>May be the Registrar of record.</p>
Billing Contact	<p>OPTIONAL</p> <p>Contact person or role (e.g, ‘General Manager’) nominated by the Registrant.</p> <p>May be the Registrar of record</p>

2.9.3 A Registrar must not:

- (1) enter their details into the Registry data as Registrant, unless permitted under the 'permissible own use' clause of the Registrar Agreement; or
- (2) enter any details into the Registry data, where the Registrar knows, suspects or believes that a Person has disguised or concealed the identity of the Registrant or the Registrant contact; or
- (3) enter any data into the Registrant Contact and Technical Contact fields which could be construed as advertising, marketing, promotion or a listing of any kind.

NOTE: For example, in relation to subparagraph 2.9.3(3), 'This domain name is for sale' or 'Renew your domain name at [name of provider]'.

2.9.4 A Registrar must correct within five calendar days any entries in the Registry data where the identity of the Registrant or Registrant contact has been concealed.

2.10 AUTHORISATION CODE

On Registration

2.10.1 At the time of registration, a Registrar must:

- (1) allocate an authorisation code directly to the Registrant; and
- (2) not allocate an authorisation code to the Registrant through any third party; and
- (3) inform the Registrant of:
 - (a) the option to accept the Registrar generated authorisation code; or
 - (b) allow the Registrant to choose an authorisation code at the time of registration, which they may change at a later date;
 - (c) the importance of taking all reasonable measures to secure the authorisation code;
 - (d) the requirement to report to the Registrar any lost or stolen authorisation codes, or whether another person has knowledge of the authorisation code; and
 - (e) the obligation to keep their contact details up to date.

Form of Authorisation Code

- 2.10.2 An authorisation code must contain:
- (1) between 13 and 32 characters;
 - (2) have at least one letter (a-z) and one number (0-9); and
 - (3) have no dictionary words.

Changing of Authorisation Code

- 2.10.3 The Registrar must not change the authorisation code without the consent of the Registrant, unless authorised to do so by .au Domain Administration in circumstances that may include:

- (1) an actual, or suspected breach, of the Registrar's systems; or
- (2) where the Registrar has terminated an agreement with a subcontractor;

within two calendar days of the Registrar changing the Registrant's authorisation code.

- 2.10.4 If the circumstances specified in paragraph 2.10.3 apply, then the Registrar must:

- (1) notify the Registrant of the new authorisation code; and
- (2) the reason why the authorisation code was changed.

- 2.10.5 A Registrant must change their authorisation code within two calendar days if they have transferred their licence to a new Registrar.

- 2.10.6 If the Registrant has not changed their authorisation code as required by paragraph 2.10.5, then the new Registrar may reset the authorisation code.

- 2.10.7 The new authorisation code must be provided by the Registrar to the Registrant within 24 hours of being reset under paragraph 2.10.6.

Retrieval of Authorisation Code

Procedure where Registrant contact details are accurate

- 2.10.8 Where the Registrant requests a copy of their authorisation code from the Registrar, then the Registrar must provide to the Registrant or the Registrant contact as specified in the Registry database, the authorisation code within two calendar days.

- 2.10.9 The obligation of the Registrar as specified in paragraph 2.10.8 does not apply if the Registrant has not maintained accurate contact information in the Registry.
- 2.10.10 The Registrar may use an automated retrieval tool for the provision of an authorisation code to a Registrant where paragraph 2.10.8 applies.
- 2.10.11 Paragraph 2.10.10 is only applicable if the automated retrieval tool is set by default to provide the authorisation code to the Registrant Contact as recorded in the Registry.

Procedure where Registrant contact details are inaccurate

- 2.10.12 In circumstances where the Registrant has not maintained accurate contact information in the Registry, then the Registrar must:
- (1) validate the identity of the Registrant and provide the authorisation code to that Person or a representative of the Registrant, who has been nominated in writing to the Registrar; and
 - (2) provide the authorisation code within two calendar days to the Person or their nominated representative.

Accurate contact information – prior to transfer to another Registrar or Registrant

- 2.10.13 The Registrar must:
- (1) advise the Registrant that they must update their contact information in the Registry prior to the making of any request for a transfer of their licence to another Registrar or Registrant; and
 - (2) not transfer a licence to another Registrar or Registrant if the contact information in the Registry is incorrect or incomplete.
- 2.10.14 The Registrar records relevant to the Registrant’s authorisation code must be made available for inspection, on request, by .au Domain Administration.

2.11 LICENCE TRANSFERS

Transfers - Change of Registrant

- 2.11.1 The Registrar must not transfer a licence from a Registrant to another Person unless:
- (1) the Registrant is eligible to hold the licence at the date of transfer;
 - (2) the Person to whom the licence is being transferred meets the Australian presence requirement and any applicable eligibility and allocation criteria;

- (3) the transfer request by the Registrant is in writing to the Registrar;
- (4) the licence is not subject to any dispute resolution or court proceedings;
- (5) the licence term has not expired;

2.11.2 A Registrar must ensure that the Person to whom the licence is transferred:

- (1) enters into a new Licence Agreement;
- (2) specifies the licence period; and
- (3) pays the licence fee.

Procedure for transfer

2.11.3 To process the transfer from one Registrant to another Person, the Registrar must:

- (1) receive from the Registrant, the approved form (Standard Text for Transfer Form) as specified in Schedule A of these auDA Rules;
- (2) be satisfied that the transferee Registrant is eligible to hold the licence at the date of transfer;
- (3) confirm from the current Registrant contact that there is in fact a request for a transfer to another Registrant; and
- (4) receive any applicable transfer fee from the Registrant.

2.11.4 The Registrar must:

- (1) transfer the licence within two calendar days of the request; and
- (2) only do so after determining that the requirements of paragraph 2.11.3 have been satisfied.

Transfers – Change of Registrar of Record

2.11.5 A Registrar must not transfer a licence to another Registrar, unless:

- (1) the Registrant is eligible to hold the licence at the date of the transfer;
- (2) the transfer request is in writing from the Registrant;
- (3) the Registrant provides a valid authorisation code for the licence; and

- (4) the licence is not subject to any dispute resolution or court proceedings.

Procedure for transfer

2.11.6 In paragraphs 2.11.7 to 2.11.26:

- (1) *Registrar one* means the Registrar which is transferring the licence to Registrar two;
- (2) *Registrar two* means the Registrar to which the licence is transferred.

2.11.7 To effect a transfer to the Registry, Registrar two must:

- (1) receive a written request for transfer from the transferor specified in paragraph 2.11.6 , which includes a valid authorisation code for the domain name;
- (2) use the authorisation code to retrieve the full domain name record from the Registry database;
- (3) send the approved form (Standard Transfer Confirmation Message) as specified in Schedule B of these auDA Rules, to:
 - (a) the Person who has requested the transfer; or, if different from that Person,
 - (b) to the Registrant contact listed in the Registry database;
- (4) receive a written response from the Person or Registered contact agreeing to the transfer; and
- (5) either, enter into a new Licence Agreement for the remainder of the domain name licence period; or
- (6) commence a new licence period if the transfer is combined with the renewal of the licence.

Procedure for Transfer – Registry Action

2.11.8 On receipt of the transfer details from Registrar two, the Registry will notify Registrar one that a transfer has been initiated.

2.11.9 After being advised by the Registry of the transfer, Registrar one may send the approved form (Standard Transfer Audit Message) as specified in Schedule C of these auDA Rules, to the contact email address of the Registrant, in order to validate that the transfer is authorised.

- 2.11.10 If Registrar one sends an approved form as specified in paragraph 2.11.9, then Registrar one must do so only once within two days of receiving the advice from the Registry.
- 2.11.11 If Registrar one is advised by the Registrant that the transfer has not been authorised, then Registrar one may lodge a complaint with .au Domain Administration under Part 3 of the auDA Rules (Licensing).

au Domain Administration Enforcement Action

- 2.11.12 .au Domain Administration may, in its discretion, reverse the transfer of a licence where the relevant Registrar is unable to demonstrate compliance with these auDA Rules.
- 2.11.13 In response to the complaint received from Registrar one, .au Domain Administration may, in its discretion:
- (1) allow Registrar one to transfer back the domain name licence under the procedure specified in paragraph 2.11.7; or
 - (2) direct the Registry to reverse the transfer.
- in order to effect the transfer.

Transfer Fees

- 2.11.14 Registrars which are a party to a Registrar to Registrar licence transfer must not charge any transfer fee.
- 2.11.15 Registrar two may charge a renewal fee for a licence transferred to them during the 90 calendar days prior to the licence expiry date.

Transfers – Bulk transfers by Registrars

Types of Bulk Transfers

- 2.11.16 The following bulk transfers are permitted:
- (1) those of at least 1000 domain names for each transfer; and
 - (2) those which are authorised by .au Domain Administration.
- 2.11.17 The following bulk transfers are not permitted:
- (1) where a licence is pending cancellation under the auDA Rules (Licensing);
 - (2) where a licence has expired outside the 30 day grace period for renewal as specified in paragraph 2.14.5 of the auDA Rules (Licensing); and

(3) bulk transfers initiated by resellers.

2.11.18 In circumstances where a licence is in the period of 90 calendar days before expiry, Registrar two may process a renewal of that licence in conjunction with the bulk transfer.

Procedure for Transfer

2.11.19 Registrar two must not initiate a bulk transfer until:

- (1) each Registrant is notified of the bulk transfer by being sent the approved form (Standard Bulk Transfer Notification) specified in Schedule D of these auDA Rules, both at 30 calendar days and 7 calendar days before the bulk transfer will take place; and
- (2) the Registrant has been given an opportunity to opt out of the bulk transfer by transferring their licence to another Registrar.

2.11.20 Bulk transfers initiated by Registrar two will, (subject to the requirements in paragraphs 2.11.17 and 2.11.19, as applicable), take effect within two calendar days.

Record-keeping

2.11.21 Registrar one and Registrar two must keep all records relating to a transfer.

2.11.22 The records specified in paragraph 2.11.21 must be available for inspection, on request, by .au Domain Administration.

.au Domain Administration Enforcement Action

2.11.23 .au Domain Administration may take action under the Registration Accreditation Agreement if a Registrar is in breach of these auDA Bulk Transfer Rules.

Transfers – Caretaker Registrar of Record

2.11.24 In circumstances where the accreditation of a Registrar:

- (1) has been cancelled by .au Domain Administration; or
- (2) the auDA Registrar Agreement for the Registrar has been terminated by .au Domain Administration; or
- (3) the Registry- Registrar Agreement has been cancelled by the Registry Operator; then

the licences of that Registrar will be transferred to .au Domain Administration or its nominee as the caretaker of record.

NOTE: This means that .au Domain Administration will be listed as the Registrar of record in the Registry database.

2.11.25 .au Domain Administration will notify Registrants:

- (1) that the transfer has taken place; and
- (2) that they should transfer their licences to another Registrar within 90 calendar days of the notification.

2.11.26 In circumstances where licences are not transferred in accordance with subparagraph 2.11.25 (2), then:

- (1) .au Domain Administration, in its sole discretion, may transfer the licences to another Registrar; and
- (2) this transfer may be subject to any conditions which .au Domain Administration considers appropriate.

2.12 LICENCE RENEWAL

2.12.1 The Registrar:

- (1) may renew 90 calendar days prior to expiry; or
- (2) during the 30 calendar days after the licence expiry date;
- (3) but must not renew a licence if a Registrant is not eligible to hold the licence in the Namespace;
- (4) may rely upon the warranty of the Person that they are eligible to hold the licence at the time of renewal, however, prior to the expiry of the existing licence, the Registrar must be satisfied of the matters under paragraph 2.3.1 of the auDA Rules (Licensing).

2.12.2 A Registrar must notify the Registrant Contact at least 30 calendar days prior to the expiration of the licence.

2.13 RESTORING A LICENCE

2.13.1 A Registrar may restore a licence cancelled by the Registrant under paragraph 2.15.7 of the auDA Rules (Licensing).

2.13.2 The Registrar may charge the Registrant a restoration fee.

2.13.3 A Registrar must not restore a licence that has been cancelled by a Registrant under paragraph 2.15.4 (Cooling Off Period) of the auDA Rules (Licensing), after the cooling off period ends.

NOTE: For example, the Person cancels the licence two days after entering into the Licence Agreement with the Registrar, and then after the end of the cooling off period changes their mind. A Registrar must not restore the licence, as the Person will need to make another application for the licence, subject to its availability.

2.13.4 A Registrar must not restore a licence under paragraph 2.16.10 of the auDA Rules (Licensing), unless directed by .au Domain Administration.

2.13.5 A Registrar must not charge the Registrant a fee for restoring a cancelled licence under paragraph 2.13.4

2.14 LICENCE SUSPENSION AND CANCELLATION

2.14.1 A Registrar must suspend a licence within 24 hours of becoming aware that one or more of the circumstances under paragraph 2.16.4 of the auDA Rules (Licensing) applies.

2.14.2 A Registrar must cancel a licence within 24 hours under paragraph 2.16.10 of the auDA Rules (Licensing), unless otherwise directed by .au Domain Administration.

2.14.3 A Registrar must comply with a direction by .au Domain Administration to immediately suspend or cancel a licence where it is necessary to protect the security, stability and integrity of the Registry or DNS or it is in the public interest.

PART 3 AMENDMENTS

3.1 OVERVIEW

The following is an overview of this Part:

- .au Domain Administration may amend the auDA Rules from time to time
- any amendments will be published on the .au Domain Administration website for a period before they come into effect, except in certain circumstances

3.2 AMENDMENT TO THE AUDA RULES

3.2.1 .au Domain Administration has the power to amend these auDA Rules after consultation with the Registrars and Registry Operator.

3.2.2 Any finalised amendments made under paragraph 3.2.1 will be publicly available on the .au Domain Administration website (www.auDA.org.au) at least 21 calendar days before the amendments come into effect.

3.2.3 In circumstances where an amendment is required to:

- (1) protect the integrity, stability or utility of the .au domain; or
- (2) prevent licences being issued for abusive or speculative reasons;

then the 21 calendar day notice period as specified in paragraph 3.2.2 will not be applicable.

SCHEDULE A - FORM

Standard Text for Transfer Form

Under paragraph 2.11.3 of these auDA Rules, the Registrant transfer form used by the Registrar must contain the standard text below.

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 the auDA Rules 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's mandatory terms and conditions and the auDA Rules applicable from time to time, available at www.auDA.org.au. Non-compliance with such terms and conditions or the auDA Rules may lead to the cancellation of a domain name licence.

SCHEDULE B - FORM
Standard Transfer Confirmation Message

DOMAIN NAME TRANSFER - REQUEST FOR CONFIRMATION

Attention: <insert Registrant contact name>

Re: Transfer of <insert domain name>

The current registrar of record for this domain name is <insert name of losing registrar>

We have received a request from <insert name of Person requesting transfer> for us to become the new registrar of record.

You have received this message because you are listed as the Registrant contact for this domain name in the WHOIS database.

Please read the following important information about transferring your domain name:

- You must agree to enter into a new Licence Agreement with us. You can review the full terms and conditions of the Agreement at <insert URL>
- Once you have entered into the Agreement, the transfer will take place within two calendar days.
- The transfer will not change the expiry date of your domain name, which is <insert expiry date>.

If you wish to proceed with the transfer, please contact us <insert gaining registrar contact details> with the following message:

"I confirm that I have read the Domain Name Transfer - Request for Confirmation Message.

I confirm that I wish to proceed with the transfer of <insert domain name> from <insert name of losing registrar> to <insert name of gaining registrar>."

SCHEDULE C - FORM
Standard Transfer Audit Message

DOMAIN NAME TRANSFER

Attention: <insert Registrant contact name>

Re: Transfer of <insert domain name>

We are the current registrar of record for this domain name.

We received notification on <insert date of notification> that you have requested a transfer to <insert name of gaining registrar>. This means that <insert name of gaining registrar> will become the new registrar of record for your domain name on <add two days to date of notification>.

If you have authorised this transfer, you are under no obligation to respond to this message.

If you did not authorise this transfer, please contact us <insert losing registrar contact details>.

SCHEDULE D - FORM

Standard Bulk Transfer Notification

Under paragraph 2.11.19 of these auDA Rules, the gaining Registrar must send a standard bulk transfer notification to each Registrant contact listed in the Registry database at 30 calendar days and again at seven calendar days before the date of the bulk transfer.

The purpose of the message is to safeguard both the Registrant and the gaining Registrar by ensuring that the Registrant:

- (a) receives due notice of the transfer; and
- (b) is given a reasonable opportunity to transfer their domain name to a different Registrar if they do not want their domain name to be transferred to the gaining Registrar.

The message must contain the text below, or equivalent text as approved by .au Domain Administration:

Re: Transfer of <insert Registrant contact name>

The current Registrar of record for this domain name is <insert domain name>

You have received this message because you are listed as the Registrant contact for this domain name in the WHOIS database.

<insert reason for bulk transfer>

<insert name of gaining Registrar> will be assuming the obligation to provide Registrar services to you.

Your domain name will be transferred to <insert name of gaining Registrar> on <insert date of bulk transfer>.

If you do not want your domain name to be transferred to <insert name of gaining Registrar>, then you must take action to transfer your domain name to another Registrar prior to <insert date of bulk transfer>.

SCHEDULE E – FORM

WHOIS FIELDS FOR .AU OPEN SECOND LEVEL DOMAINS

Field Name	Field Description
Domain Name	Registered domain name
Last Modified	Date the domain name record was last modified (includes renewal, transfer and update)
Status	Status of the domain name (e.g. "OK", "pendingTransfer", "pendingDelete")
Registrar Name	Name of the registrar of record
Reseller Name	Name of the recorded reseller (if applicable)
Registrant	Legal name of the Registrant entity (e.g. company name)
Registrant ID	ID number associated with the Registrant entity, if any (e.g. ACN for company)
Eligibility Type	Registrant's eligibility type (e.g. "Company")
Eligibility Name	Name used by the Registrant to establish eligibility, if different from their own legal name (e.g. registered business name or trademark)
Eligibility ID	ID number associated with the name used by the Registrant to establish eligibility (e.g. BN for registered business name, TM number for registered trademark)
Registrant Contact ID	Registry code used to identify the Registrant
Registrant Contact Name	Name of a contact Person for the Registrant
Registrant Contact Email	Contact email address for the Registrant
Tech Contact ID	Registry code used to identify the technical contact
Tech Contact Name	Name of a technical contact for the domain name (e.g. Registrar, reseller, webhost or ISP)
Tech Contact Email	Contact email address for the technical contact

Name Server Name of computer used to resolve the domain name to Internet Protocol (IP) numbers (minimum of 2 name servers must be listed)

Name Server IP IP number of the name server

DNSSEC DNSSEC status (whether the domain name is signed or unsigned)

Title	auDA Rules (Registrar)			
Description	The rules setting out the minimum requirements of Registrars in providing Registrar services in the .au domain.			
Created By	Manager Policy and Strategy			
Date Created	19 September 2018			
Maintained By	Manager Policy and Strategy			
Version Number	Modified By	Consultation	Date Modified	Status
Version 1		Internal Consultation Only	26/6/19	Draft
Version 2	Manager Policy & Strategy	Registrar Consultation	1 May 2020	Draft
Version 3	Manager Policy & Strategy	Minor changes for consistency with Registrar Agreement, such as Licence Agreement, and Validation requirements	16 June 2020	Approved