

## **TRANSFERS (CHANGE OF REGISTRAR OF RECORD) POLICY**

### **1. BACKGROUND**

- 1.1 This document sets out auDA's policy on the transfer of a registered domain name which results in a change to the registrar of record in the registry database. This includes the following types of transfer:
- a) transfer of a registered domain name from one registrar to another registrar;
  - b) transfer of a registered domain name from one reseller to another reseller of a different registrar; and
  - c) transfer of a registered domain name from a reseller to a registrar, where that registrar is not already listed as the registrar of record.
- 1.2 The following types of transfer do not result in a change to the registrar of record in the registry database, and therefore are not addressed under this policy:
- a) transfer of a registered domain name from a reseller to another reseller of the same registrar;
  - b) transfer of a registered domain name from a reseller to a registrar, where that registrar is already listed as the registrar of record; and
  - c) transfer of domain name licence from a registrant to another registrant.

### **2. TERMINOLOGY**

- 2.1 This policy uses the following terms:
- a) "gaining registrar" means the registrar to which the registrant transfers their domain name;
  - b) "losing registrar" means the registrar from which the registrant transfers their domain name;
  - c) "domain name PIN" means the password that is issued to a registrant when they register a domain name, that must be used to authorise any change to the domain name record in the registry database;
  - d) "written authorisation" means a hard copy letter, facsimile or PDF document signed by the registrant, or in the case of a corporate registrant, signed by a senior manager, company director, company secretary (or equivalent of these positions) of the registrant.

### **3. TRANSFER POLICY PRINCIPLES**

- 3.1 A key element of a competitive domain name marketplace is that registrants are able to transfer their domain names from one registrar to another (ie. change the registrar of record in the registry database). In the interests of promoting a competitive domain name industry in Australia, auDA has drafted this policy in accordance with the following principles:
- a) a registrant has the right to transfer their domain name at any time during the domain name licence period;
  - b) a registrant has the right to know all the material terms and conditions of the transfer, including any related costs or charges, before they agree to proceed with the transfer;
  - c) a losing registrar does not have the right to delay or prevent a transfer; and
  - d) under no circumstances may a losing registrar impose a transfer fee on the registrant, or any fee that could reasonably be construed as a transfer fee.
- 3.2 Internationally, domain name transfers have given rise to problems of customer churn and other undesirable practices. To minimise the risk of similar problems occurring in the .au domain, there are two key requirements for transfer:
- a) the gaining registrar must obtain written authorisation and a valid domain name PIN from the registrant, prior to initiating a transfer; and
  - b) the registrant must renew their domain name licence when the transfer takes place (ie. the registrant receives a new 2 year domain name licence from the gaining registrar).
- 3.3 Registrants are not entitled to be reimbursed by the losing registrar for the unused portion of their domain name licence. If a registrant wishes to make a complaint about the losing registrar, they may do so through the complaints-handling channels set out in auDA's Consumer Safeguards Policy.

### **4. TRANSFER PROCEDURE**

- 4.1 Prior to sending a transfer command to the registry, the gaining registrar must:
- a) obtain written authorisation and a valid domain name PIN from the registrant;
  - b) use the domain name password to retrieve the full domain name record from the registry database, to verify the written authorisation; and
  - c) check that the registrant still meets the relevant policy rules, and enter into a new 2 year domain name licence agreement.
- 4.2 Transfer commands to the registry must not be automated. The gaining registrar must manually initiate the transfer, after satisfying the requirements listed in paragraph 4.1.
- 4.3 The gaining registrar must keep full records of the transfer, including a copy of the written authorisation, for inspection by auDA on demand.

- 4.4 The registry will notify the losing registrar that a transfer has been initiated. The losing registrar may contact the registrant in order to confirm that the transfer is properly authorised. However, the losing registrar must not take any action to delay or prevent the transfer.
- 4.5 Transfers that have been properly authorised and processed according to the requirements of this policy and any procedural requirements of the registry, will proceed within 2 days of initiation.

## **5. OBJECTIONS TO TRANSFER**

- 5.1 If a losing registrar wishes to object to a transfer, they may notify auDA of their objection at any time, either before or after the transfer takes effect.
- 5.2 Notifying an objection to auDA will not stop the transfer from taking effect, unless auDA is of the view that to allow the transfer to proceed would cause harm to the registrant. Causing harm to the losing registrar's business is not sufficient reason to stop the transfer.
- 5.3 If auDA decides that the losing registrar's objection has substance, auDA may direct the registry to reverse the transfer. Circumstances under which a transfer might be reversed include where the gaining registrar has breached the terms and conditions of the Registrar Agreement or the Code of Practice.

## **6. TRANSFER WITHOUT RENEWAL**

- 6.1 In the case where a losing registrar goes out of business or its accreditation is terminated, its registrants will be entitled to transfer to another registrar without having to renew their domain name licence.
- 6.2 auDA may approve a transfer without renewal in other special cases.