

Ref:	OP	Version:	1.0
Title:	Operation and procedures		
Date Issued:	Effective 9 November 2015		
Status:	PENDING		

This policy is issued by Domain Name Commission Limited (DNCL) on behalf of Internet New Zealand Incorporated ([InternetNZ](#))

.nz Operations and Procedures

Version 1.0

Introduction

1. About this policy

1.1 This policy sets out the operations and procedures that apply to the running of the .nz domain name space and which must be followed by all participants in the .nz domain name space.

2. Background

2.1 InternetNZ has the ultimate responsibility as designated manager within New Zealand for the .nz domain name space, and maintains a shared registry system for the management of .nz domain name registrations. Through an Operating Agreement, InternetNZ has appointed DNCL to manage and administer the .nz domain name space on behalf of InternetNZ.

2.2 The shared registry system is a single register ("Register") for registered domain names and associated data. NZRS Limited ("NZRS") operates the Register.

2.3 Registration and management of .nz domain names, as well as management of information provided to the Registry ("Registry"), is effected by Registrars ("Registrars"). Registrars access and manage domain names on behalf of Registrants ("Registrants") and it is the Registrants to whom individual domain names are licensed.

2.4 The .nz domain name space is governed by .nz policies, which are available on the DNCL website. All participants in the .nz domain name space (including Registrants and Registrars) are bound by the .nz policies, of which this is one.

2.5 Key principles and responsibilities in the .nz domain name space are set out in the .nz Principles and Responsibilities policy.

Index

Authorisation of Registrars	3
De-authorisation of Registrars	3
Structure of a .nz Domain Name	4
Second Level Domain Names	6
Process for the Registration of Domain Names	6
Registration of Domain Names at the Second Level	8
Reserved Names	8
Conflicted Name Process	8
Creation of a New Second Level Domain from the Conflicted Names Process	10
Process for the Management of Domain Names	11
DNSSEC	12
The Billing Process	13
Unique Domain Authentication ID (UDAI)	14
Transfer of Registrar	14
Change of Registrant	15
Cancelling and Re-instating Domain Names	15
Managing Cancelled Domain Names	16
Disputes and Complaints	16
WHOIS Query	16
Process for Registrant Info Service search	17
Zone Data	18

Forms

Operations and Procedures

3. Authorisation of Registrars

- 3.1 Potential Registrars can make an application to become an authorised Registrar by:
 - 3.1.1 Completing the Application for Authorisation as a Registrar(“Form AOR1”) and all its requirements.
 - 3.1.2 Paying a non-refundable application fee of NZD\$3,000.00 (plus GST if applicable) to DNCL.

- 3.2 DNCL will endeavour to acknowledge applications by email within two working days of receipt. Applications will be processed in the order in which they were received. DNCL will endeavour to process applications within a month of receipt.
- 3.3 If an application is accepted, DNCL and the potential Registrar may execute the .nz Registrar Authorisation Agreement. A potential Registrar is not an authorised Registrar until the .nz Registrar Authorisation Agreement is executed by both parties.
- 3.4 If an application is declined, DNCL will provide reasons why. The applicant will be entitled to make a new application in the future if relevant circumstances change.
- 3.5 A newly authorised Registrar has six months from the date of authorisation to connect to the Registry. If the Registrar has not connected to the Registry within this time, its Authorisation Agreement may, at the Domain Name Commissioner's sole discretion, be terminated in which case it will no longer be an authorised Registrar.

4. De-authorisation of Registrars

- 4.1 A Registrar may cancel its authorisation status on two months notice to DNCL.
- 4.2 The Domain Name Commissioner may cancel a Registrar's authorisation status where:
 - 4.2.1 the Registrar has transferred its authorisation status to another party;
 - 4.2.2 the Registrar Connection Agreement with NZRS is cancelled by either party; or
 - 4.2.3 the Registrar is in breach of their .nz Registrar Authorisation Agreement or a .nz policy.
- 4.3 The cancellation of a Registrar's authorisation does not affect any of its rights and responsibilities which are intended to continue or come into force after de-authorisation.
- 4.4 Irrespective of who cancels the Registrar's authorisation, the Registrar will:
 - 4.4.1 continue to take all actions necessary to safeguard the rights of their Registrants;
 - 4.4.2 immediately discontinue acting as a Registrar;
 - 4.4.3 cease to hold themselves out as an authorised Registrar; and
 - 4.4.4 work co-operatively with all persons to effect transfers of registered domain names to other Registrars.
- 4.5 Where a Registrar cancels its authorisation the Registrar must transfer the domain names under its management to another .nz Registrar in accordance with clause 16.
- 4.6 Where DNCL cancels a Registrar's authorisation, and the Registrar has not made alternative arrangements for the transfer of domain names under its management:
 - 4.6.1 DNCL will contact all Registrants of those domain names and:

- (a) instruct them to transfer their domains to a Registrar of their choice;
- (b) provide a list of authorised Registrars, together with contact information;
- (c) inform the Registrant of its domain name(s) and the UDAI for those domain name(s); and
- (d) inform them of a deadline, that DNCL will set, for completion of the transfer process.

4.6.2 Those domains that are due to be renewed between the date the Registrant is contacted by DNCL and the deadline set by DNCL will be automatically renewed for one month to enable them to be transferred. DNCL will meet NZRS' renewal fees resulting from this automatic renewal.

- 4.7 DNCL may, at its sole discretion, extend the deadline for transfer of domain names affected by the cancellation of a Registrar's authorisation. In such cases it may engage further with the affected Registrant to assist it in transferring to a new Registrar.
- 4.8 After the deadline has passed DNCL will direct NZRS to cancel those domain names that have not been transferred when their current billing term expires.
- 4.9 Where a Registrar whose authorisation has been cancelled has been hosting a domain name, and the hosting services have also ceased, DNCL will attempt to contact affected Registrants. Other Registrars must not approach the affected Registrants to offer hosting services as a way of securing transfers of domains to them.
- 4.10 DNCL may, at its sole discretion, attempt to fill any hosting gaps by making temporary arrangements with other organisations. In those circumstances, DNCL will direct NZRS to update the name server information to reflect the new hosting arrangements.

5. Structure of a .nz Domain Name

- 5.1 Domain names in the .nz domain name space can be registered at either the second or the third level.
- 5.2 Each complete name must be unique and comprise at least two levels, with each level separated by a period (.). The following are examples of compliant .nz domain names:

5.2.1 'anyname.org.nz' where:

'nz' is the top level, country code fixed for all domains delegated to, and managed by, DNCL.

'org' is the listed second level domain chosen by the Registrant.

'anyname' is the name at the third level the Registrant has chosen to register.

5.2.2 'anyname.nz' where:

'nz' is the top level country code.

'anyname' is the name the Registrant has chosen to register at the second level.

- 5.3 "Second level domain name" is different from "domain name registered at the second level".
- 5.3.1 A second level domain name is one of a limited number of listed names that a Registrant can use when registering a domain name at the third level. The '.org' example in clause 5.2.1 is an example of a second level domain name. Second level domain names are explained further in clause 6.
- 5.3.2 A domain name registered at the second level is a name selected by a Registrant. Instead of registering it at the third level (preceding a second level domain name) it is listed at the second level (preceding the .nz top level country code).
- 5.4 Sub-domains can be added by the Registrant to any domain name registered at the second or third level. For example, the domain name could be 'shop.nz' and the sub-domain could be 'book', being in full, 'book.shop.nz'.
- 5.5 Except where a complaint is made pursuant to clause 4 of the Dispute Resolution Service Policy, sub-domains are outside the scope of .nz policy and are the responsibility of the Registrant. They must comply with RFC1591 and meet the standards defined in clause 5.6.
- 5.6 Any new name must conform to the relevant Internet Standards (such as RFCs 1034, 2181, 5890 and 5891) as well as specific .nz policy requirements as follows:
- 5.6.1 A domain name can consist of only lower case letters (a-z), digits (0-9) and the '-' hyphen.
- 5.6.2 Internationalised Domain Names (IDNs) are allowed (as specified in RFCs 5890 and 5891), where the characters represented by the IDN are restricted to macronised vowels (ā ē ī, ō ū) in addition to the characters specified in clause 5.6.1 (an IDN must include at least one macronised vowel).
- 5.6.3 Domain names must not commence or end with a hyphen. Hyphens cannot be the third and fourth characters unless used in a valid IDN (when the domain name must commence 'xn--').
- 5.6.4 The maximum length of each name element is 63 characters.
- 5.6.5 The maximum length of a domain name (including separators) is 253 characters.
- 5.7 Name server data is not required for a domain name to be registered. If valid name server data is provided it will be published in the DNS when delegation is requested.
- 5.8 Name server data will be validated when provided to ensure that it meets minimum technical and operational criteria to ensure the security, stability and resilience of the DNS.
- 5.9 Name server data may be revalidated at any time and may be removed from the DNS should the technical and operational criteria not be met.

6. Second Level Domain Names

- 6.1 The current second level domain names are: .ac.nz, .co.nz, .cri.nz, .geek.nz, .gen.nz, .govt.nz, .health.nz, .iwi.nz, .kiwi.nz, .maori.nz, .mil.nz, .net.nz, .org.nz, .parliament.nz and .school.nz. A list of all current second level domains is maintained on the DNCL website.
- 6.2 The list of second level domains is closed and no further second level domains are to be created, except as may arise from the process regarding Conflicted Names (see clauses 10 and 11, below).
- 6.3 For further explanation of second level domains, the Second Level Domains Policy, which is no longer in force, is available in the policy archives on the DNCL website.

7. Process for the Registration of Domain Names

- 7.1 Registrars register domain names on behalf of Registrants.
- 7.2 Registrants must be identifiable individuals over 18 years of age or properly constituted organisations.
- 7.3 Any eligible Registrant may register a domain name at the second or third level on a first come, first served basis other than for Reserved Names (clause 9) or Conflicted Names (clause 10).
- 7.4 The person named on the Register is the legal Registrant and therefore holds the licence to use that domain name.
- 7.5 The applicant, in lodging the request for the domain name, warrants that it is entitled to register the domain name as requested. For example, the applicant warrants that the proposed domain name does not infringe any other parties' rights.
- 7.6 Disputes regarding whether an applicant has a legitimate right to a name can be dealt with pursuant to the Dispute Resolution Service policy. DNCL has no role in deciding who has rights in such disputes.
- 7.7 A registration may be cancelled at any stage where the Registrant does not comply with these requirements or fails to meet any fees or other liabilities in connection with the registration or use of the domain name.
- 7.8 When registering a new domain name the Registrar supplies the following data:
- 7.8.1 Domain Name
 - 7.8.2 Registrant Name
 - 7.8.3 Registrant Contact Details
 - 7.8.4 Administrative Contact Details
 - 7.8.5 Technical Contact Details
 - 7.8.6 Billing Term;
- and, if applicable:

7.8.7 Name Server List

7.8.8 DS Record List

7.8.9 Registrant reference.

7.9 The Registrar must ensure that the domain name is available, that mandatory fields have been supplied, and that the relevant fields have valid formats (e.g. domain name format, e-mail address format).

7.10 The Registrar must pass the details of the registration on to the Registrant. The UDAI, or instructions on how to obtain a UDAI, must also be sent out to Registrants at this time. The Registrar must provide the UDAI to the Registrant on request.

7.11 There is a grace period of five days upon a domain name first being registered, during which time the Registrar may cancel the registration.

7.12 Where the domain name is cancelled during the grace period it will be removed from the Register. The registration and cancellation will still be recorded for audit purposes. The same Registrar is able to re-register the same domain name but it is not able to be cancelled for a second time within one month of the initial registration.

7.13 A Registrant will not be able to transfer the management of its domain name to another Registrar during the grace period.

7.14 Except as set out in clause 7.15, Registrars must identify the full billing term.

7.15 Registrars' terms and conditions may provide that they are entitled to register for an initial period until they have received the monies from the Registrant and then update the domain name billing term as soon as those monies are received by the Registrar.

7.16 The operating principles for moderated domains are:

7.16.1 Approval for registration of the moderated name can only be made by the Moderator and occurs prior to the Registrar registering the domain name in the Register.

7.16.2 Moderators must either establish themselves as a Registrar or set up a relationship with one or more Registrar(s) to act as their approved Registrar(s).

7.16.3 Moderators are responsible for notifying the DNCL and NZRS of their accredited Registrar(s).

7.16.4 Only an approved Registrar will be able to register domain names in that moderated domain

8. Registration of Domain Names at the Second Level

8.1 In order to avoid confusion the names 'gov', 'government', 'com', 'edu', and 'nic' cannot be registered at the second level.

8.2 An Equivalent Name was a name at the second level which matched the name registered at the third level (for example, anyone.nz was the Equivalent Name

for anyone.co.nz); a Reserved Name is an unregistered name at the second level which was reserved by the Registrant holding the Equivalent Name before 1pm 30 March 2015; and a Conflicted Name is a name which appears at the third level in more than one second level meeting the criteria in clause 10.1.

- 8.3 Registration of names at the second level is on a first come, first served basis other than for Reserved Names (clause 9) or Conflicted Names (clause 10).
- 8.4 Registrants who were either a councillor of InternetNZ or a director of DNCL or a director of NZRS or a staff member or contractor of any of those three entities, or were from 1 September 2011 to 30 May 2012, qualified for the Conflicted Name process only if the Registrant has a Conflicted Name as at 1 September 2011, that at 1pm 30 September 2014 was registered and whose registration has been continuous.
- 8.5 The reason there is a different date for eligibility for the Registrants defined in 8.4 is to ensure there is no conflict of interest. 1 September 2011 pre-dates any discussion about a possible change to the .nz registration structure.

9. Reserved Names

- 9.1 The Registrant of a Reserved Name can choose to register the Reserved Name. The Registrant applies to a Registrar and provides the UDAI for its existing third level domain name. At this time, normal domain name registration fees will apply. A new UDAI will be allocated for the registered domain name at the second level.
- 9.2 Two years after 30 September 2014 all reserved names that have not been registered may be released and become available to any Registrant on a first come, first served basis.

10. Conflicted Name Process

- 10.1 Registrants holding a domain name that meets the following criteria can use the Conflicted Name process.
- 10.1.1 a name registered as at 9.00am 30 May 2012; and
- 10.1.2 that at 1pm 30 September 2014 was registered and whose registration has been continuous; and
- 10.1.3 is not subject to clause 8.4; and
- 10.1.4 the name is conflicted,
- 10.1.5 by following the process outlined in clause 10.1 to 10.10.
- 10.1.6 For example, as at the time given, 'anyname.co.nz' is not the only domain name for the term 'anyname'; 'anyname.org.nz' is also registered. The names 'anyname.co.nz' and any other 'anyname' registration are conflicted, and Registrants must follow the Conflicted Name process described in clauses 10.1 to 10.10.
- 10.2 Where there is a Conflicted Name, each Registrant of the Conflicted Name should indicate via a nominated DNCL website that they either:
- 10.2.1 would like the opportunity to register the Equivalent Name for possible registration as a .nz domain name at the second level; or

- 10.2.2 do not want to register the Equivalent Name for possible registration as a .nz domain name at the second level, but do not want any other party to register the Equivalent Name as a .nz domain name at the second level; or
- 10.2.3 do not want to register the Equivalent Name for possible registration as a .nz domain name at the second level, but do not object to another Registrant registering the Equivalent Name as a .nz domain name at the second level; or
- 10.2.4 do not want to register the Equivalent Name for possible registration as a .nz domain name at the second level, but would like the Equivalent Name to become an open second level domain.
- 10.3 A Registrant of a Conflicted Name may register the Equivalent Name once the conflict is resolved. DNCL will advise the Registrant of the opportunity to register the Equivalent Name. The Registrant will have 2 months from the date of advice to register the Equivalent Name at the second level.
- 10.4 Where the Registrants of a Conflicted Name have come to an agreement, the Registrants will advise DNC of the agreement via a nominated DNCL website. DNCL will advise the agreed Registrant of the opportunity to register the Equivalent Name.
- 10.5 Proof of the consent of the other Registrants may be required as part of the application for registration. Consent will be recorded through a nominated DNCL website. DNCL may make such inquiry as it thinks necessary to verify that consent has been given to the Registrant by the other Registrants of the Conflicted Name.
- 10.6 DNCL may decline the Equivalent Name at the second level if the DNCL is satisfied that the consent of any of the Registrants with the Conflicted Name:
- 10.6.1 has been obtained through a breach of any law; or
- 10.6.2 is inconsistent with any DNCL policy.
- 10.7 It is the responsibility of the Registrant with a Conflicted Name seeking registration at the second level to obtain the consent of the other Registrants with the Conflicted Name. DNCL will offer advice and information to the Registrant if required and may also offer the use of a facilitator to assist in the process.
- 10.8 If a Registrant has a Conflicted Name, the Registrant can express an interest to the DNCL that the Equivalent of the Conflicted Name becomes an open second level domain as per the process set out in clause 11. If the DNCL receives an expression of such interest, it will seek the views of all the Registrants with the Conflicted Name to this approach. The consent of all the Registrants of the Conflicted Name and the DNCL is required for this approach to proceed.
- 10.9 For clarification purposes, if a name has been identified as a Conflicted Name and more than one Registrant of the Conflicted Name has expressed an interest in registering the Equivalent Name, then the Registrants of the Conflicted Name are not required to resolve the conflict within 2 years from 30 September 2014. The Conflicted Name may remain unavailable for general registration indefinitely.
- 10.10 The process for considering registrations of Conflicted Names will be reviewed 2 years after 30 September 2014.

11. Creation of a New Second Level Domain from the Conflicted Names Process

- 11.1 A Registrant of a Conflicted Name may apply to have the Conflicted Name registered as an open second level domain. On such an application the process will be as follows:
- 11.1.1 The application must set out how the Conflicted Name meets the criteria for an open second level domain, set out below at clause 11.3.
 - 11.1.2 All Registrants of that Conflicted Name who have indicated a preference in accordance with clause 10.2 must agree with the registration of the Conflicted Name as an open second level domain on the terms set out in the application.
 - 11.1.3 If DNCL, at its sole discretion, considers that the application should be progressed, it will consult with the public regarding the registration of the Conflicted Name as an open second level domain.
 - 11.1.4 Following consultation, DNCL will consider the application in light of the consultation feedback. At this point DNCL may, at its sole discretion:
 - (a) reject the application for the Conflicted Name to become a second level domain; or
 - (b) recommend approval of the application to InternetNZ who will make a final decision.
- 11.2 If the application to register the Conflicted Name as a second level domain name is not successful, the Registrants of the Conflicted Name will be able to indicate a preference in accordance with clause 10.2 above.
- 11.3 The criteria for a Conflicted Name to become a second level domain are as follows:
- 11.3.1 The Conflicted Name should represent an identifiable, significant group of individuals or organisation that share a common interest (“Community of Interest”), where
 - (a) ‘significant’ can mean either quantitatively or qualitatively; and
 - (b) the Community of Interest can be defined in a clear written statement.
 - 11.3.2 The Community of Interest should be on-going and long-lived.
 - 11.3.3 The Conflicted Name does not conflict with, duplicate or cause confusion with any existing second level domain.
 - 11.3.4 The Conflicted Name is an obvious derivative of a word that properly describes the Community of Interest, e.g. .org.nz for organisation or a complete word, e.g. .maori.nz.
 - 11.3.5 The Conflicted Name must not bring the .nz domain name space into disrepute.

12. Process for the Management of Domain Names

- 12.1 Registrars are required to maintain the details of the domain names for which they act as Registrar of record. They are able to amend/update the following fields:
- 12.1.1 Name Server List;
 - 12.1.2 Registrant Name;
 - 12.1.3 Registrant Contact Details;
 - 12.1.4 Registrant Reference;
 - 12.1.5 Administrative Contact Details;
 - 12.1.6 Technical Contact Details;
 - 12.1.7 Billing Term;
 - 12.1.8 DS Record List.
- 12.2 The Registrar cannot amend the domain name itself. If there is an error in the spelling of a domain name, it must be cancelled and a new registration created.
- 12.3 Transactions able to be undertaken on the Register by Registrars will be those specified by NZRS.
- 12.4 Moderators of second level domain names must designate the Registrars that are permitted to register their second level domains. No other Registrars will be permitted to register these second level domains.
- 12.5 Only the Registrar-of-record for a domain name may send a renewal notice to a Registrant. A Registrar who is not the Registrar-of-record may not send any notice that is, or may reasonably be considered to be, a renewal notice to any Registrant.
- 12.6 Subject to clause 12.7, DNCL does not have jurisdiction to consider complaints relating to the following:
- 12.6.1 illegal or malicious use of a domain name, for example spam or phishing;
 - 12.6.2 objectionable or offensive website content; or
 - 12.6.3 possible breaches of legislation.
- More information on these issues is contained in the FAQ section of DNCL's website
- 12.7 DNCL may cancel, transfer or suspend a domain name registration where maintaining the registration would put DNCL in conflict with any law, including the terms of an Order of a Court or Tribunal of competent jurisdiction.

13. DNSSEC

- 13.1 In relation to managing DNSSEC (domain name system security extensions) signed domain names, Registrants (or their DNS Operator) and Registrars are responsible for:
- 13.1.1 generating and managing their keys;

- 13.1.2 generating the DS Record; and
- 13.1.3 determining how often they perform key rollovers.
- 13.2 When a Registrant elects to un-sign a DNSSEC signed name, the Registrar will remove the DS Records for that name as soon as practicable.
- 13.3 Registrants can elect to operate their own DNS or they can delegate this responsibility to a third party called a 'DNS Operator'. The DNS Operator may be the Registrar for the domain name, a Registrar who does not manage the domain, a hosting provider, an ISP, or other third party that offers DNS management services.
- 13.4 When a change of DNS Operator for a signed domain name is required and both the current and proposed DNS Operators are Registrars, then the cooperation and participation set out in 13.5 is required.
- 13.5 The following applies to domain names which are DNSSEC enabled:
- 13.5.1 Prior to a name server update, the relinquishing DNS Operator must provide the zone information for the domain name when requested to do so, and accept and add the new DNSKEY to the zone for the domain name, re-sign it and continue to serve this until they are notified the change is complete.
- 13.5.2 The gaining DNS Operator then provides the new DS Record to the relinquishing DNS Operator who provides it to the Registry. The name servers for the domain name can then be updated with the Registry.
- 13.5.3 Following the name server update, the gaining DNS Operator must delete the old DS Record and DNSKEY provided by the relinquishing DNS Operator.
- 13.5.4 The relinquishing DNS Operator must remove the domain name from its name servers when requested, but must not remove it before being requested to do so.
- 13.5.5 All of the steps referred to in this clause shall be undertaken as soon as practicable.
- 13.6 DNCL will establish and maintain a contact repository of .nz DNS operators who offer DNSSEC services.

14. *The Billing Process*

- 14.1 NZRS will bill for the registration and renewal of domain names on a monthly billing period.
- 14.2 Registrars are obliged to disclose the billing term arranged between a Registrar and a Registrant to NZRS through the registration transaction, so they are billed for the same period that they have billed their Registrants, on an individual domain name basis.
- 14.3 A domain name's billing period will begin at the time it is registered, or renewed and extend for the number of monthly increments indicated by the billing term. The Registrar who administered the domain name at the start of the period will be billed.

- 14.4 The billing extraction will not occur until after the registration or renewal grace period (five days) for each billing term.
- 14.5 If the domain name is cancelled during the grace periods, the registration or renewal will not be billed.
- 14.6 Registrars may initiate the renewal process at any time during a domain name's current term, in advance of the normal renewal date. Advance renewals must be handled in the same manner as normal renewals, although they will not be accepted if the end of the new term is more than 120 months from the current date. Registrars will be billed for advance renewals.
- 14.7 Immediately following the billing of a domain name for a multiple number of months, the billing term will be re-set to one month.
- 14.8 To continue billing the domain name for a multiple term at renewal, the Registrar must re-set the billing term again, using the standard update process. This prevents domain names which have been billed for a longer term being automatically renewed for the same term, before the Registrar has determined the terms of the renewal, or even if a renewal is required.
- 14.9 The billing extraction process does not generate credits. In the event that credits are required, these must be handled outside the Register, through NZRS's invoicing system.
- 14.10 If a cancelled domain name that is pending release becomes due for renewal, it will not be renewed (and therefore not billed).
- 14.11 If a cancelled domain name is re-instated during its pending release period the renewal process will be applied retrospectively, as if the name had not been cancelled, thus effectively 'catching up' with all the billing that would otherwise have occurred during the period of cancellation.
- 14.12 The Registrar may set the billing period to "0" where it has received a specific instruction from the Registrant not to renew the domain name registration. The Registrar may not set the billing period to "0" to circumvent the automatic renewal function of the Registry.
- 14.13 The billing extraction process will not occur for domain names that have been locked. Once a domain name is unlocked, billing 'catch-up' transactions will be generated in the normal manner.

15. Unique Domain Authentication ID (UDAI)

- 15.1 Registrars and NZRS may generate a new UDAI at any time.
- 15.2 A function will be provided for Registrars to check that a UDAI is valid.
- 15.3 Registrars must pass on the UDAI to Registrants whenever a new UDAI is generated. This applies from the time a Registrar first connects to the shared registry system. As stated in clause 7.10, the UDAI must also be provided to Registrants on request. If the Registrar fails to provide a UDAI to the Registrant, DNCL may do so.
- 15.4 For security reasons, UDAs will expire at the end of a set period.

16. Transfer of Registrar

- 16.1 The Registrant may transfer its domain name to another Registrar at any time other than during the five day registration grace period.
- 16.2 The Registrant's UDAI is required to enable a transfer of a domain name from one Registrar to another.
- 16.3 A Registrar must not decline or delay a Registrant's request to transfer its domain name to another Registrar (by withholding the UDAI or otherwise).
- 16.4 Neither the releasing Registrar nor NZRS is entitled to charge any fees for the transfer of a domain name. For the avoidance of doubt, this clause does not oblige the releasing Registrar to reimburse the Registrant for the remaining term of its domain name agreement.
- 16.5 A domain name that is locked cannot be transferred except through a manual transaction undertaken by NZRS. An application must be made to DNCL for this to occur.
- 16.6 A batch transfer facility is provided for use by NZRS for situations in which, for example, a Registrar's business is sold to another authorised Registrar. The only circumstance in which DNCL will authorise the transfer is when the relinquishing Registrar demonstrates that the affected Registrants are aware of the transfer and have signed up to the gaining Registrar's agreements.
- 16.7 The process to transfer a domain name from one Registrar to another is as follows:
 - 16.7.1 The Registrant asks the gaining Registrar to have its domain name(s) transferred to it.
 - 16.7.2 If the gaining Registrar agrees to the transfer, it must disclose its terms and conditions and provide a contract.
 - 16.7.3 If the Registrant accepts the terms and conditions of the gaining Registrar's contract, then it will supply its domain name and its UDAI to the gaining Registrar.
 - 16.7.4 The gaining Registrar will submit a "transfer" transaction to NZRS.
 - 16.7.5 The Register will immediately be changed.
 - 16.7.6 NZRS will inform the releasing Registrar of the change.
 - 16.7.7 If, as the result of the transfer, other domain name details need changing (e.g. Name Server List, Registrant Customer ID, Administrative and Technical Contact Details), the gaining Registrar will initiate an update transaction in the standard manner.

17. Change of Registrant

- 17.1 A Registrant may transfer its domain name to another Registrant.
- 17.2 Registrars must have a process in place to deal appropriately with the change of Registrant, which must be clearly identified to the Registrant.
- 17.3 Before transferring a domain name to a new Registrant, the Registrar must ensure that the transfer is properly authorised by the existing Registrant.

- 17.4 Registrars must ensure the prospective Registrant signs up to the Registrar's terms and conditions and agrees to be bound by the .nz policies.
- 17.5 Registrars must retain all documentation and correspondence relating to the transfer.
- 17.6 Registrars may require the current Registrant to provide a statutory declaration where they have concerns about its authority to effect the change in Registrant details.
- 17.7 Registrars may seek an indemnity for any costs, losses, or liabilities incurred in the reasonable performance of their duties in processing the Registrant's request, or in dealing with claims arising from the allocation or use of the domain name.

18. *Cancelling and Re-instating Domain Names*

- 18.1 Domain names are automatically renewed and do not lapse unless cancelled.
- 18.2 Domain names may be cancelled by the Registrar at the request of the Registrant, where the Registrar has given 14 days notice due to non-payment, or where the Registrant has breached its agreement with the Registrar, and the agreement specifies domain name cancellation as a sanction for the breach.
- 18.3 Cancelled domain names will be assigned a status of 'pending release' and will not become available for reuse for a period of 90 days. Cancelled domain names, either pending release or released, will not be included in the next zone file pushed to the DNS.
- 18.4 During the pending release period, the Registrar may fully re-instate the domain name for the Registrant, so that it becomes active again. The domain name may also be transferred to a new Registrar and be reinstated by that new Registrar.
- 18.5 The billing process is unaffected by the cancellation and any re-instatement. Although the domain name will not have been billed for the period that it was pending release, once it has been re-instated the billing process will generate 'catch-up' transactions, from the original cancellation date.

19. *Managing Cancelled Domain Names*

- 19.1 If the domain name has passed out of its pending release period, it will be released, thus becoming available for anyone else to register.
- 19.2 When they are released, domain names will be removed from the Register.
- 19.3 Registrars must release all cancelled domain names back to NZRS and are not permitted to retain domain names for on-sale to a third party.

20. *Disputes and complaints*

- 20.1 In the event of a dispute between a Registrant and a Registrar, the parties should attempt to resolve matters between themselves before seeking DNCL's assistance.
- 20.2 DNCL will generally be involved in a dispute or complaint if there is a prima facie breach of a .nz policy, or an agreement between participants.
- 20.3 DNCL may become involved on the receipt of a complaint, or of its own initiative.

20.4 DNCL will abide by the principles of natural justice when investigating complaints and disputes and when making determinations and imposing sanctions.

21. WHOIS Query

21.1 The public is entitled to access information about a .nz domain name through a WHOIS query. However, automated bulk access through WHOIS, or misuse of WHOIS data (for example, to make unsolicited communications to a Registrant) is not authorised.

21.2 At all times the priority of NZRS and the DNCL under this policy will be to protect the security of the data in the Register from unauthorised or abusive use, while as much as is practicable preserving public access to the WHOIS service.

21.3 NZRS shall ensure the integrity of the Register and take reasonable steps to prevent unauthorised automated access, including bulk harvesting through the WHOIS query.

21.4 If unauthorised use of the WHOIS query is detected, NZRS and/or DNCL, at their discretion, may take any of the following courses of action:

21.4.1 remove or limit any party's access to the WHOIS service on a permanent or temporary basis;

21.4.2 suspend a Registrar's access to the shared registry system;

21.4.3 apply a sanction to a Registrar under any applicable agreements or .nz policies; or

21.4.4 in extreme circumstances, suspend the WHOIS service.

21.5 The WHOIS service will respond to a WHOIS query for a specified domain name. If the domain name is registered, the details as set out in clause 21.6 will be available. If the domain name is not registered, the WHOIS service will show that it is available for registration.

21.6 The following details will be available in response to a WHOIS query:

- Domain Name;
- Registration status;
- Date registered;
- Date registered/billed until;
- Date last modified;
- Include in DNS;
- Registrar of Record (including contact details);
- Registrant Contact Details;
- Administrative Contact Details;
- Technical Contact Details;
- Name Servers;
- Domain Signed;

and, if applicable:

- DS Records;
- Date cancelled; and

- Date locked.

21.7 The WHOIS server will not accept wild card searches.

22. Process for Registrant Info Service search

22.1 DNCL shall offer a Registrant Info Service providing a list of domain names matching the Registrant's search criteria.

22.2 The application for a Registrant Info Service search is made to DNCL using the following form:

22.2.1 Form WHO1 for a search for the applicant's own domain names.

22.2.2 Form WHO2 for a search to support a complaint pursuant to the .nz Dispute Resolution Service policy.

22.2.3 Form WHO3 for pre-registration for registrant info service searches to support a complaint pursuant to the .nz Dispute Resolution Service policy.

22.3 Information required in an application to search for a Registrant's own domain name includes, but is not limited to, the following:

22.3.1 Name and contact details of applicant.

22.3.2 Details of the search parameters sought.

22.3.3 Evidence as to the applicant's identity (for example, a photocopy of a driver's licence) and, where appropriate, evidence as to the applicant's authority to apply for a search on behalf of a company (for example, written authorisation signed by a director of the applicant company).

22.3.4 An undertaking that any information provided as a result of a Registrant Info Service search is for the applicant's own use and will not be inappropriately disseminated.

22.4 Information required in an application for a Registrant Info Service search to support a complaint pursuant to the Dispute Resolution Service policy includes, but is not limited to, the following:

22.4.1 Name and contact details of applicant.

22.4.2 The domain name(s) that are the subject of the proposed complaint (limited to maximum of five).

22.4.3 The Registrant name(s) on the Register for the domain name(s) specified in clause 22.4.2 above will be used as the search parameter.

22.4.4 An undertaking that any information provided as a result of a Registrant Info Service search is for the exclusive purpose of supporting a complaint pursuant to the Dispute Resolution Service policy and will not be used for any other purpose.

22.5 DNCL, at its sole discretion, may either approve or decline the Registrant Info Service application, or seek further information from the applicant.

- 22.6 All search applications will be recorded by DNCL and any previous searches will be taken into account when deciding whether to approve the search application.
- 22.7 If DNCL considers, on reasonable grounds, that a Registrant has misused the information arising from a Registrant Info Service search, it may ban the Registrant from using the Registrant Info Service search for such period as DNCL deems appropriate.

23. Zone Data

- 23.1 In certain circumstances, .nz zone data may be released to third parties not directly involved in the management of the Registry and/or the .nz domain name space
- 23.2 The zone data may not be released to third parties unless there is sufficient reason to justify such release. DNCL will retain sole discretion regarding whether or not to release zone data.
- 23.3 Zone data may be released where it can be demonstrated that there is a “public good” aspect to the release of the information that outweighs any adverse effect on Registrant’s privacy.
- 23.4 DNCL may grant an application on such conditions it thinks fit, including (but not limited to) requiring the applicant to enter into an agreement with DNCL as to the terms of release. The agreement may:
- 23.4.1 reflect the information provided in the application;
 - 23.4.2 confirm that the applicant agrees to be bound by the .nz policies;
 - 23.4.3 require deletion of the zone data after use or after a prescribed time;
 - 23.4.4 include sanctions in the event of a breach of the agreement; and
 - 23.4.5 include any other conditions that DNCL, in its sole discretion, consider appropriate.
- 23.5 DNCL and NZPS may use the zone data to ensure the efficient management and operation of the .nz zone and .nz domain name space, for reasons of “public good”, and for developing new services.
- 23.6 An application to request .nz zone data may be made to DNCL on form ZTP1.
- 23.7 Information required in support of the application includes, but may not be limited to, the following:
- 23.7.1 The purpose the applicant will be using the information for.
 - 23.7.2 The reason the applicant needs to obtain the information from the zone data.
 - 23.7.3 How often the applicant wishes to receive the zone data and the period of time the zone data will be required, i.e. a single file, up to a specified date or indefinitely.
 - 23.7.4 What information will be made public.

23.7.5 How long after receipt of the zone data the information from it will be publicly released.

23.7.6 The "public good" purpose the information will be put to.

23.7.7 Whether the applicant intends to retain the information and, if so, why.

23.7.8 The measures that are in place to protect Registrants' privacy.

23.7.9 Any confidentiality agreements in place with its staff or contractors.

23.8 DNCL, at its sole discretion, may either approve or decline the .nz zone data application, or seek further information from the applicant. In making its decision DNCL may consult with NZRS.

Pending - Effective 9 November 2015



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

APPLICATION FOR AUTHORISATION AS A REGISTRAR

Please complete this form electronically, then print, sign, and return to the Domain Name Commission, at:

Domain Name Commission Limited
P O Box 11881
Wellington 6142
New Zealand

1. Please demonstrate that you have access to, and will continue to have the appropriate standard of, technical skills and knowledge to be an authorised Registrar.

(If necessary, complete on a separate piece of paper).

2. Please demonstrate that you have, and will continue to have, the customer support services, including billing capability, required to meet your responsibilities to your Registrants.

(If necessary, complete on a separate piece of paper).

3. Please read the following statements and sign in confirmation at the bottom of the page.

a) I confirm that my organisation

located at

operates as a legal entity.

b) I permit the Domain Name Commission to carry out third party checks that enable the Domain Name Commission to satisfy itself that my organisation meets the requirements, and is suitable to be authorised as a Registrar.

c) I have attached a letter from my bank stating that my accounts have been operating satisfactorily.

d) I have included a copy of our Registrar - Registrant Agreement. I confirm that it contains all the core Terms and conditions specified as required in .nz Registrant Agreements.

e) I have read and understand all .nz policies and confirm that my operations and current practices are consistent with these policies.

f) I declare that the information contained in this application is true and complete.

(signed)

(Date)

(name)

(email)

Organisation Phone	<input type="text"/>
Organisation Email	<input type="text"/>
Organisation Fax	<input type="text"/>
Contact Person	<input type="text"/>
Contact Person Phone	<input type="text"/>
Contact Person Email	<input type="text"/>



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

COMPLAINTS FORM

Please complete this form electronically, then print, sign, and return to the Domain Name Commission, at:

Domain Name Commission Limited
P O Box 11881
Wellington 6142
New Zealand

Or email to:

complaints@dnc.org.nz

Or fax to:

+64 4 495 2115

1. Contact details of complainant

Name:

Address:

Work Ph:

Fax:

Home Ph:

Mob:

Email:

2. Complaint against: DCP 1

3. Nature of complaint

4. Name of person dealt with regarding complaint:

5. Their contact details:

6. Correspondence and documentation:

7. Current status of complaint:

(Please complete questions on a separate piece of paper if required)

Signed _____

Print name _____

Date _____

Pending - Effective 9 November 2015



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

APPLICATION FOR REGISTRANT INFO SERVICE SEARCH – OWN .NZ NAMES

Please complete this form electronically, then print, sign, and return to The Domain Name Commission, at:

Domain Name Commission Limited
P O Box 11881
Wellington 6142
New Zealand

Complete this section if you are requesting information on behalf of an organisation:

1. Name of organisation

2. Trading name (if applicable)

3. Name of contact person

Pending Effective 9 November 2015

Complete this section if you are requesting information on behalf of an individual:

4. Name

5. Date of birth

All applicants to complete the following:

6. Address

7. Phone (day)

8. Phone (mobile)

9. Phone (after hours)

10. Fax

11. Email

12. Evidence as to the applicant's identity and contact details (for example, a photocopy of a driver's licence) and, where appropriate, evidence as to the applicant's authority to apply for a search on behalf of a company (for example, written authorisation signed by a director of the relevant company);

Please describe the evidence that you are enclosing here, then attach to the hard copy of this form.

13. Search criteria requested

13. Declarations - please tick the following boxes, and sign your declaration below.

I declare that the information is for the purposes as defined in the
.nz policies only;

I confirm that the information gained from this search will not be misused;

I confirm that I am requesting this search to confirm domain names for which I am the
registrant;

Or

I have been authorised to make this search request on behalf of a client.

Signed _____

Print name _____

Date _____

Pending - Effective 9 November 2015



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

APPLICATION FOR REGISTRANT INFO SERVICE SEARCH – NZ NAMES FOR DISPUTE RESOLUTION SERVICE COMPLAINT

Please complete this form electronically, then print, sign, and return to The Domain Name Commission, at:

Domain Name Commission Limited
P O Box 11881
Wellington 6142
New Zealand

1. Domain name/s to be subject to a DRS Complaint (maximum of 5)

Complete this section if you are requesting information on behalf of an organisation:

2. Name of organisation.

3. Trading name (if applicable)

4. Name of contact person.

Complete this section if you are requesting information on behalf of an individual:

5. Name

6. Date of birth

All applicants to complete the following:

7. Address

8. Phone (day)

9. Phone (mobile)

10. Phone (after hours)

11. Fax

12. Email

13. Evidence as to the applicant's identity and contact details (for example, a photocopy of a driver's licence) and, where appropriate, evidence as to the applicant's authority to apply for a search on behalf of a company (for example, written authorisation signed by a director of the relevant company);

Please describe the evidence that you are enclosing here, then attach to the hard copy of this form.

13. **Declarations - please tick the following boxes, and sign your declaration below.**

I confirm that I am requesting this search in order to complete a .nz Dispute

Resolution Service complaint;

I confirm that the information gained from this search will not be misused;

If applicable:

I have been authorised to make this search request on behalf of a client in relation
to a .nz Dispute Resolution Service complaint.

Signed _____

Print name _____

Date _____

Pending - Effective 9 November 2015



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

APPLICATION FOR PRE-REGISTRATION FOR REGISTRANT INFO SERVICE SEARCHES FOR DRS COMPLAINT ASSISTANCE

Please complete this form electronically, then print, sign, and return to The Domain Name Commission, at:

Domain Name Commission Limited
P O Box 11881
Wellington 6142
New Zealand

Complete this section if you are requesting pre-registration on behalf of an organisation:

1. Name of organisation

2. Trading name (if applicable)

3. Name of contact person

4. Names and details of employees if seeking to pre-register more than one person

Pending, Effective 9 November 2015

Complete this section if you are requesting pre-registration on behalf of an individual:

5. Name

6. Date of birth

7. Occupation

All applicants to complete the following:

8. Address

9. Phone (day)

10. Phone (mobile)

11. Phone (after hours)

12. Fax

13. Email

14. Evidence provided in support of the applicant's role in DRS cases and why you are seeking pre-registration;

Please describe the evidence that you are enclosing here, then attach to the hard copy of this form.

Pending - Effective 9 November 2015

15. Declarations - please tick one of the following boxes, and sign your declaration below.

a) I confirm that I am aware of the .nz policies, and undertake not to misuse the application process

b) I will only request information where I am duly authorised to act.

Signed _____

Print name _____

Date _____

Pending - Effective 9 November 2015



This form is issued by Domain Name Commission Limited (DNC or Domain Name Commission) on behalf of Internet New Zealand Incorporated (InternetNZ)

APPLICATION FOR RELEASE OF ZONE FILE

Complete this section if you are requesting information on behalf of an organisation:

1. Name of organisation.

2. Trading name (if applicable)

3. Name of contact person.

4. Address

5. Phone (day)

6. Phone (mobile)

7. Phone (after hours)

8. Fax

9. Email

10. Nature of Business

Pending - Effective 9 November 2015

11. Reason for requesting the zone data:

12. What will the information be used for?

13. Why does the information have to be obtained from the zone data?

14. How often do you require the zone data?

15. How long after receipt of the zone data will information from it be publicly released?

Pending - Effective 9 November 2015

16. What information will be made public and in what format?

17. Define what "public good" purpose the information will be put to:

18. Do you want to retain the data after the using it for the reason specified in this application?

Yes/ No

19. If yes, why?

20. What measures are in place to protect registrants' rights and information?

21. What, if any, privacy contracts etc. have the staff in your organisation, or any contractors, signed up to?

Pending - Effective 9 November 2015

22.Any other factors/ comments?

Declaration

I,, of organisation:

- declare that all the information provided in this application is true and complete
- agree that the DNC can make any inquiries necessary to confirm the nature of my business
- acknowledge that the registrants' rights are paramount and undertake to ensure that my organisation will protect those rights
- agree to be bound by an agreement reflecting this application
- agree to be subject to the .nz policies in respect of any investigation, and accept that sanctions may result from any breach of this agreement

Signed _____

Print name _____

Date _____

Pending - Effective 9 November 2015