



## TERMS OF SERVICE

+44 (0) 2034 114 544 | [support@parish-online.co.uk](mailto:support@parish-online.co.uk)  
[www.parity-online.co.uk](http://www.parity-online.co.uk)

Church Cottage House  
Church Square, Basingstoke, RG21 7QW

**LOCAL**  
AUTHORITY TECH

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## 2. GENERAL

### 2.1. DEFINITIONS

*'The Service'* means the provision of a website for a Local Council.

*'The Customer'* means a subscription-paying Organisation.

*'Fee'* means the annual subscription paid for The Service.

*'Agreed Use'* means the restrictions on the use of The Service by The Customer.

*'Geosphere'* is the company that owns, runs and operates Parish Online.

*'Parish Online'* is the brand name wholly owned by Geosphere and provided under licence through Local Authority Technology CIC.

### 2.2. AGREED USE

Parish Online grants The Customer a non-exclusive, non-transferable licence to use Parish Online services for the following agreed use:

1. The Service shall be used only by The Customer's employees,
2. The Service shall be used only for The Customer's internal business use.

### 2.3. UNDERTAKINGS OF PARISH ONLINE

Parish Online agrees to take reasonable care to ensure that:

1. Services are provided with a 99.9% uptime target. If this target is not met for a continuous period of more than 4 hours in any given month, Parish Online will compensate The Customer with a pro-rata refund for the downtime, subject to a cap of 25% of the Annual Fee. Scheduled maintenance will be excluded from this calculation, and reasonable advance notice will be provided. For the latest uptime, see <https://parishonline.betteruptime.com>.
2. The Service works to its design specification,
3. Customer data is kept secure and available to The Customer only,
4. Customer data is not disclosed to any 3<sup>rd</sup> party without permission from The Customer.
5. Parish Online will provide technical support to The Customer during business hours (Monday to Friday, 9 AM – 5 PM, UK time), excluding public holidays. Parish Online aims to respond to support requests within 8 business hours and resolve critical issues within 24 hours. Non-critical issues will be addressed within 72 hours.



6. Geosphere staff always treat our customers with civility and respect.

Parish Online may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

## **2.4. UNDERTAKINGS OF THE CUSTOMER**

The Customer agrees to take reasonable care to ensure that:

1. The Service is only used in accordance with the Agreed Use,
2. The Service is not used to breach any data copyright,
3. The Service is not used for any purpose that might, in the reasonable opinion of Parish Online, be derogatory to Parish Online or its partners,
4. Any storage of personal data within the service is done so at the risk of The Customer,
5. The Customer does not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it,
6. The Service is not duplicated, scraped, transferred or shared with any 3<sup>rd</sup> party.
7. The Customer and any associated representatives of The Customer's organisation that interact with Geosphere staff always communicate with civility and respect. Failure to communicate with civility and respect is defined as sending abusive, harassing or threatening behaviour, both digitally, in person and over the phone. A formal warning will be given for each instance, allowing the Customer 30 days from notice to rectify the breach.

## **2.5. WARRANTY AND LIMIT OF LIABILITY**

Parish Online:

1. Provides no warranty, expressed or implied, for The Service and does not accept any liability for any lack of compliance, errors or omissions,
2. Will take all reasonable effort to ensure the accuracy and security of The Service,
3. Does not take any liability in respect of any loss, damage or injury (financial, contractual or otherwise) sustained as a result of The Customer's reliance on The Service.
4. Shall not, to the maximum extent allowable in law, be liable for any economic, direct or indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising from the use of The Service,
5. Parish Online's total liability under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed



150% of the Annual Fee. This does not limit or exclude Parish Online's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited or excluded by law.

## **2.6. FEES**

The Customer agrees to pay an Annual Fee in advance for The Service as agreed between the parties.

## **2.7. TERMINATION**

If The Customer does not wish to renew their subscription to The Service they must give a minimum of 1 months' notice. The service will automatically renew unless written notice is given.

The Customer may cancel their subscription during their contract year but no financial recompense will be given.

Parish Online may terminate The Customer's subscription to The Service at any time if The Customer is in breach of the Terms of this agreement.

Parish Online will provide discretionary pro-rata credit for any significant loss of service during the contract period.

Parish Online will provide active customers with 12 months' notice of a closing down of a service.

## **2.8. GENERAL**

This agreement constitutes the entire agreement between The Customer and Parish Online and supersedes all prior agreements, negotiations and discussions.

These terms and conditions may be updated by Parish Online with at least 30 days' prior written notice to The Customer. In the event of a material change, The Customer may terminate the contract within 30 days of receiving the notice without penalty. Continued use of the service after this period constitutes acceptance of the new terms.

If any of these terms and conditions should be determined to be illegal, invalid, or otherwise unenforceable, then it shall be severed and deleted from the Agreement and the remaining terms shall remain in full force and effect and continue to be binding and enforceable.



## 2.9. LAW

This Agreement shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the English Courts.

## 3. PRODUCT-SPECIFIC TERMS

### 3.1. PARISH ONLINE MAPPING

- Upload of mapping data into an account carries a charge, unless the data is for the benefit of other local councils nationally or for a regional area, e.g. district or county area.
- Download and export of data within an account may only be requested where the customer has an active subscription.

### 3.2. PARISH ONLINE WEBSITES

- A one-off migration of content from an old website to the new site is provided for free. The service limited to;
  - Up to 3 years of Full Council meetings
  - Up to 5 years of finance documents
  - Up to 1 year of any committee meeting, up to 3 committees
  - Policies
  - Up to 1 year of News
- It may not always be economically viable to transfer all content over for reasons including;
  - Old website is slow or difficult to script document extraction
  - Old website holds content that is not considered core to a local council website.
  - Old website has unintuitive naming for agenda and minutes documents.
- Our website service has a fair use policy on data storage. We monitor usage and if we believe it's not being used correctly we'll discuss alternatives with you. This is to ensure the site remains high performance and can be backed-up regularly.



- Upon cancellation of the service, we will provide a Transfer Authorisation Code for your gov.uk domain.
  - If you have an active and paid subscription then your service will remain for the rest of the subscription term.
  - If you have an unpaid subscription then your service will close down permanently and all data deleted after 10 working days of notification of cancellation.

### **3.3. PARISH ONLINE EMAIL**

- Support for using email only extends to the use of our webmail, desktop and mobile apps. Support for connectivity and use of 3<sup>rd</sup> party mail apps using IMAP protocol are not supported.
- Upon cancellation of the service, we will provide a Transfer Authorisation Code for your gov.uk domain.
  - If you have an active and paid subscription then your service will remain for the rest of the subscription term.
  - If you have an unpaid subscription then your service will close down permanently and all data deleted after 10 working days of notification of cancellation.

### **3.4. PARISH ONLINE GOV.UK DOMAIN MANAGEMENT**

#### **Precedence, latest version and updates**

These terms take precedence over any other terms in this agreement.

The latest version of these terms can be found here <https://www.gov.uk/guidance/additional-terms-for-govuk-agreements>.

The party selling or issuing the gov.uk domain or subdomain must apply best endeavours to seek to update this agreement annually to reflect the latest version of the terms made available by the Critical Domain Holder (as defined below) from time to time.

#### **Role and responsibilities of CDDO as the Critical Domain Holder**

The parties agree to and accept the role of the Critical Domain Holder as set out below in respect of the protection of .gov.uk domains and subdomains.

1. The Central Digital and Data Office (CDDO), acting on behalf of the Minister for the Cabinet Office and as part of the Crown, has rights over the '.gov.uk' domain and subdomains. CDDO is the .gov.uk domain Critical Domain Holder.



2. The Critical Domain Holder does not need to be party to this agreement.
3. The Critical Domain Holder has appointed the .gov.uk Registry Operator.
4. The Critical Domain Holder permits the .gov.uk Registry Operator to enter into Registry Registrar Agreements.
5. The Critical Domain Holder is the only authority that may verify the identity of the Registrant.
6. The Critical Domain Holder approves a .gov.uk domain name for use by the Registrant.
7. The Critical Domain Holder is responsible for setting and maintaining the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK.
8. The Critical Domain Holder acts as an escalation point and ultimate decision maker in the event of a dispute regarding the management or control of a .gov.uk domain name.
9. The Critical Domain Holder may, at its sole discretion, direct the Registry Operator, Registrar, Registrant or sub-Registrant to take action, including urgent action, to protect a .gov.uk domain name, at any time. Such action may include to suspend, withdraw or transfer a .gov.uk domain name:
  - 9.1. if the Registrant or sub-Registrant persistently or seriously violates the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK,
  - 9.2. if the Registrant or sub-Registrant persistently fails to respond to communications from the Registrar, Registry Operator or Critical Domain Holder,
  - 9.3. to resolve disputes which concern the Registrant or sub-Registrant's registered .gov.uk domain name,
  - 9.4. if the continued Registration of the Registrant's .gov.uk domain name poses an immediate critical security threat to the Registrant's services or other public sector services,
  - 9.5. if the Registrar persistently fails to meet the Criteria to be a .gov.uk Approved Registrar,
  - 9.6. if the Registrar is no longer a .gov.uk Approved Registrar as defined by the criteria,
  - 9.7. if there is any event that might lead to your organisation ceasing trading, such as a voluntary winding up, a bankruptcy, or an insolvency event as defined in section 123 of the Insolvency Act 1986,
  - 9.8. if required by the law.
10. The Critical Domain Holder is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including





but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

10.1. for use in its Registry Services,

10.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

10.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

11. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The monitoring undertaken by the Critical Domain Holder, and/or its suppliers, may, on some rare occasions, temporarily impair the function of the domain and associated digital services. In those circumstances, the Critical Domain Holder will work with the Registrar, Registrant, and/or Sub-Registrant to overcome the temporary impairment as soon as is reasonably practicable. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains, and subdomains, regardless as to this risk of impairment.

In undertaking monitoring, the Critical Domain Holder, and/or its suppliers, may process personal data. The processing of personal data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Critical Domain Holder, and/or its suppliers as a data controller. Details associated with a domain will be retained for as long as the domain is registered and in use. If details change to another person the Critical Domain Holder, and/or its suppliers, will remove the old contact within 6 months.

### **Role and responsibilities of the Registry Operator**

The parties agree to and accept the role of the Registry Operator as set out below in respect of the protection of .gov.uk domains and subdomains.

12. The Registry Operator means the administrative and technical operator of the policies, processes and systems required to manage and operate the .gov.uk domains and subdomains. The Registry Operator is the only operator for gov.uk domains and subdomains, as appointed by the Critical Domain Holder.

13. The Registry Operator must only accept .gov.uk domain registrations from .gov.uk Approved Registrars. The Registrar Operator must not accept .gov.uk domain registrations from any reseller or any other entity.

14. The Registry Operator must use reasonable endeavours to verify that organisations that wish to be .gov.uk Registrars meet the Criteria to be a .gov.uk Approved Registrar.

15. The Registry Operator has a Registry Registrar Agreement with all .gov.uk Approved Registrars.

16. The Registry Operator must ensure that all Registrars have Registrant Agreements in place that reference this GOV.UK page and include these terms as updated from time to time and published on the aforementioned page.

17. All normal communications that the Registry Operator has with a Registrant must be through a Registrar. The exceptions to this are:

17.1. if a Registrar is not supporting their Registrant in accordance with the Criteria to be a .gov.uk Approved Registrar or

17.2. if the Registrant itself is not accepting such support.

In these exceptional cases the Registry Operator may contact a Registrant directly to help the Registrant meet the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance. The Registry Operator must always copy the relevant Registrar in on communications with a Registrant in these cases.

18. The Registry Operator must maintain a published list of .gov.uk Approved Registrars.

19. The Registry Operator operates a fair marketplace for .gov.uk Approved Registrars. If the Registry Operator itself chooses to be a .gov.uk Approved Registrar, it must not grant itself more favourable terms or treatment than other .gov.uk Approved Registrars. The Registry Operator must not favour any .gov.uk Approved Registrar over any other.

20. The Registry Operator must not unreasonably refuse to sign a Registry Registrar Agreement with a .gov.uk Approved Registrar.

21. The Registry Operator must use reasonable endeavours to help .gov.uk Approved Registrars continue to meet the Criteria to be a .gov.uk Approved Registrar.

22. The Registry Operator must notify the Critical Domain Holder before removing the status of .gov.uk Approved Registrar or terminating a Registry Registrar Agreement with a .gov.uk Approved Registrar.

23. The Registry Operator is an independent data controller in its own right for personal contact data contained within the Registry Data. As a data controller, the Registry Operator will be responsible for ensuring agreements to cover the sharing and processing of personal data with other parties, such as the Registrars, are in place. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

23.1. for use in its Registry Services,

23.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

23.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

### **Role and responsibilities of the Registrar**

The parties agree to and accept the role of the Registrar as set out below in respect of the protection of .gov.uk domains and subdomains.

24. The Registrar must meet the Criteria to be a .gov.uk Approved Registrar at all times.

25. The Registrar must only provide .gov.uk domains directly to the Registrants that they have Registrant Agreements with. The Registrar must not provide .gov.uk domains via any reseller.

26. The Registrar must maintain a list of all Registrants that have delegated lower-level subdomains out to sub-Registrants.

27. The Registrar must ensure that if a Registrant transfers a domain name:

27.1. the new Registrant is eligible to have the domain,

27.2. any new Registrar is a .gov.uk Approved Registrar,

27.3. all parties follow the Transfer your domain name guidance.

28. The Registrar agrees that any persistent failures, as defined and/or determined by the Registry Operator, and confirmed at the sole discretion of the Critical Domain Holder, to meet the Criteria to be a .gov.uk Approved Registrar, will result in:

28.1. the Registrar no longer being a .gov.uk Approved Registrar,

28.2. the Registrar, in consultation with the Registrant, to transfer the management of its .gov.uk domain names to an alternative .gov.uk Approved Registrar,

The Registrar must at its own cost and expense, provide all such support, assistance and cooperation and execute or procure the execution of all such documents as the Critical Domain Holder or the Registry Operator may from time to time require for the purpose of giving full effect to this provision.

29. The Registrar is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

29.1. for use in its Registry Services,

29.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

29.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

### **Role and responsibilities of the Registrant**

The parties agree to and accept the role of the Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

30. The Registrant is an entity which has registered a .gov.uk domain name in the .gov.uk Registry.

31. The Registrant must remain in legal control of their .gov.uk domain name at all times. This includes not reselling or passing control of their .gov.uk domain name to a non-public sector organisation.

32. The Registrant must get approval from The Critical Domain Holder prior to transferring their .gov.uk domain to any other organisation.

33. The Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them, found here:

- [Get permission to apply for a .gov.uk domain name](#)
- [Identify a registrant for your .gov.uk domain name](#)
- [Choose your .gov.uk domain name](#)
- [Get started with your .gov.uk domain name](#)
- [Creating and managing .gov.uk subdomains.](#)
- [Keeping your domain name secure](#)
- [Renew your domain name](#)
- [Make changes to your .gov.uk domain name](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

34. The Registrant has the right to move its .gov.uk domain name from the Registrar to any other Registrar at any time and for any reason. The Registrant is not entitled to a refund for any remaining term of the registration.

35. The Registrant accepts that if their Registrar is no longer a .gov.uk Approved Registrar, then the Registrant must move its .gov.uk domains to a .gov.uk Approved Registrar.



36. If the Registrant has delegated lower-level subdomains out to a sub-Registrant, the Registrant:

36.1. must tell its Registrar,

36.2. must help the sub-Registrant meet the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them,

36.3. is a data controller of the personal data that the sub-Registrant has shared with it.

37. The Registrant is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

37.1. for use in its Registry Services,

37.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

37.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

38. The Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available, to:

- provide support; protect the domain names in the public sector
- reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

### **Role and responsibilities of the sub-Registrant**

The parties agree to and accept the role of the sub-Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

39. The sub-Registrant is an entity which has been given a lower-level domain from a .gov.uk Registrant. The sub-Registrant is not the same organisation as the Registrant.



40. The sub-Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them, found here:

- [How you are accountable for protecting your .gov.uk domain](#)
- [Creating and managing .gov.uk subdomains](#)
- [Keeping your domain name secure](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

41. The sub-Registrant is a data controller of the personal data it shares with the Registrant.

42. The sub-Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Sub-registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available to:

- provide support; protect the domain names in the
- public sector; and to reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Sub-registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

