This policy is issued by the office of the Domain Name Commissioner on behalf of InternetNZ, the Internet Society of New Zealand Incorporated.

REGISTERING, MANAGING, AND CANCELLING DOMAIN NAMES

1. Statement of Purpose

1.1 This document sets out the general rules regarding the .nz domain name space ("DNS") including the data required on the register and the general business processes that require implementation.

1.2 Though this will be of interest to all parties, the primary audience for this policy document is registrars, as it will set out the requirements for operating on the register. This includes the data required, validation rules for the shared registry system ("SRS"), and options that are available.

2. Background

2.1 InternetNZ has responsibility within New Zealand for the .nz DNS, and has implemented a SRS for the management of .nz domain name registrations and the operation of the DNS.

2.2 A SRS establishes a single register for registering domain names and associated technical and administrative information. .nz Registry Services ("NZRS") operates the SRS registry

2.3 The registration of domain names and modification of information associated with that name on the register can be effected only by authorised registrars.

2.4 Registrars are responsible for managing their relationship with registrants. There is no communication between NZRS and registrants.

3. Principles - Registering, Cancelling, Managing

3.1 The register is a listing service. The .nz DNS operates on a "first come, first served" basis. Any conflict between an applicant or other party and an existing registrant is up to those parties to resolve.

3.2 Registering a domain name is akin to obtaining a licence. As long as the domain name is kept current, the registrant can continue to use that domain name. Domain names are not able to be "owned" by any party.

3.3 Registrars will operate in a way that reflects the established standards and practices. They are to ensure they act in good faith and maintain policies and procedures relating to the .nz DNS. They are not to collude with other registrars in setting pricing structures.

3.4 Registrars will behave ethically and honestly and will abide by all agreements, policies, and procedures relating to the .nz DNS.

3.5 Registrars are permitted to register domain names on their own behalf where they are/will be using that domain name. They are not permitted to register domain names on their own behalf for speculative purposes, or where that registration will prevent any other legitimate domain name registration.

3.6 Registrars will only register a domain name at the request of the domain name registrant, and where the registrant has agreed to the registrar's Terms and Conditions.

3.7 Registrants will be identifiable individuals over 18 years of age or properly constituted organisations.

3.8 The registrant will retain control of their domain name. Registrants must be able to choose the registrar they wish to use to maintain the domain name. The registrar will not operate in such a way that the registrant is locked-in, or such that their actions could make the registrant reasonably believe that they are locked-in.

3.9 Registrars have direct unmediated access to the portions of the register that have regard to their customers. They are responsible for their actions within that part of the register.

4. Structure of a .nz Domain Name

4.1 The structure of a domain name within the .nz DNS has three levels. Each complete name must be unique and comprise all three levels, each separated by a period (.) i.e.

name.domain.nz

Content	Level of Domain	Purpose
nz	Country	fixed as .nz for all domains delegated to, and managed by, InternetNZ
domain	Second	specifies a "community of interest" as defined in InternetNZ policy
name	Third	names listed on behalf of users; must be consistent with InternetNZ policy.
sub-domain	Fourth and subsequent	responsibility of the registrant of the third level name.

4.2 Any new name must conform to the relevant Internet standards (in particular RFC's 1034 and 2181) as well as specific InternetNZ policy requirements - otherwise such applications may be automatically declined:

4.2.1 A domain name can consist of only roman alphabet characters (letters), digits and the '-' hyphen.

4.2.2 The maximum length of each name element (called a label) is 63 characters.

4.2.3 The maximum length of a domain name (inc separators) is 255 characters.

4.2.4 Domain names must commence and end with a letter or a digit; interior characters of domain names may be letters, digits or the hyphen character; no other characters may be used; names are case insensitive.

4.2.5 Domain names commencing 'xn--' are not permitted.

4.3 No name servers are required to be configured for a domain name to be registered. Note however, that though none are required for registration, domain names with fewer than two name servers will not be delegated in the DNS. These will be recorded as TXT-only entries and a system-generated comment will be assigned next to these entries.

4.4 Registrants are also responsible for ensuring that at least two name servers remain configured and operable. Listed domains that are found to have fewer than two operable name servers at any time will not be delegated in the DNS.

4.5 Once a name has been listed the registrant may specify further sub-domains that can appear to the left of the listed name. These sub-domains are outside the scope of InternetNZ policy and are the responsibility of the registrant. They are however, expected to be in the spirit of RFC1591.

5. Second Level Domain Names

5.1 The current 2LD's are: .ac.nz, .co.nz, .cri.nz, .geek.nz, .gen.nz, .govt.nz, .iwi.nz, .maori.nz, .mil.nz, .net.nz, .org.nz and .school.nz.

5.2 Of these, .cri.nz, .govt.nz, .iwi.nz and .mil.nz are moderated.

5.3 For more information please refer to the policy document "Second Level Domain Names" "2LD".

6. Third Level Domain Names

6.1   If there is conflict between an applicant for a new listing and the holder of an existing name, it is for those parties to resolve the conflict. Any resulting change in registration details of the existing name must be mutually agreed between the parties.

6.2   InternetNZ has no role in deciding whether an applicant has a legitimate right to the name. The applicant, in lodging the request for the name warrants that it is entitled to register the name as requested.

6.3   Applicants who misrepresent their entitlement to register or use a name are warned that this may result in action from others who claim rights to the name. If InternetNZ, or any of their agents, officers, or employees incur costs through involvement in disputes over names, any applicant for, or registrant of, a name which is subject to a dispute will be liable for those costs.

6.4   A listing 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.

6.5   Names are delegated to specific registrants and delegation confers no rights on the registrant. It does not mean that the registrant has any rights to be associated with that name, nor to use or publish the name for any purpose. InternetNZ does not trade in, or license any entity to trade in, domain names.

6.6   Delegation is to a "3LD manager", who is deemed to be the one person "authoritative" for making changes to the name.

7. Registering Domain Names - Process

7.1   When registering a new domain name the registrar will supply the following data:
- Domain name.
- Name server list.
- Registrant contact details.
- Administrative contact details.
- Technical contact details.
- Billing term.

7.2   The registrar may also include his or her own registrant customer ID to assist with reconciliation/customer management.

7.3   The registrar will apply a basic level of validation to ensure that the domain name is available, that mandatory fields have been supplied, and that relevant fields have valid formats (e.g. domain name format, e-mail address format).

7.4   When a domain name is a moderated 2LD name, the system will ensure that the registrar is authorised to register it.

7.5   A full copy of the domain name record will be returned to the registrar as confirmation, including the system-generated Unique Domain Authentication ID ("UDAI").

7.6   The registrar will pass the details of the registration onto the registrant, including the UDAI. The UDAI must be sent out to registrants, and must also be provided to registrants upon request.

7.7   A grace period of five days will be provided following a new registration to enable registrars to cancel the registration.

7.8   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.

7.9   A registrant will not be able to transfer the management of their domain name to another registrar during the grace period.

7.10   The registration grace period will be a fixed system parameter that will be modifiable by NZRS. Notice of any change to this period will be notified at least one month in advance.

7.11   The registrar must identify the full billing term and ensure they pay the full amount to NZRS. If the registration is for a significant term, eg 10 years, the billing term can be set from 1 - 120 months. Registrars are able to register for an initial period until they have received the monies from the registrant, as long as they specify this approach in their terms and conditions and update the domain name billing term as soon as those monies are received.

7.12   The operating principles for moderated domains are:
- Approval for use of the moderated name occurs prior to the registrar registering the domain name in the register.
- NZRS will not be involved in that approval process.
- Moderators will either need to establish themselves as a registrar or set up a relationship with a registrar(s).
- Moderators will be responsible for notifying the Domain Name Commissioner ("DNC") and NZRS of their accredited registrar(s).

7.13   For information on 2LDs please refer to "Second Level Domains" (2LD) policy document.

---

8. Managing a Domain Name

8.1 Registrars will be required to maintain the details of the domain names for which they are the registrar. They will be able to amend/update the following fields:
- Name Server List.
- Registrant Name.
- Registrant Contact Details.
- Registrant Customer ID.
- Administrative Contact Details.
- Technical Contact Details.
- Billing Term.

8.2 The registrar will never be able to amend the actual domain name itself. If there has been an error in the spelling of a domain name, it will need to be cancelled and a new registration created.

8.3 Registrars will have considerable flexibility to run the amend/update function to suit the individual circumstance of each transaction.

8.3.1 Updating will be on an individual field basis, including the ability to update sub-fields individually (e.g. Technical Contact E-mail Address).

8.3.2 They will be able to include as many fields as required in a single update transaction. By doing so, the opportunity is provided to fully replace all domain name details in a single transaction.

8.4 There will be two methods provided to define the scope of an update transaction.
- Apply the update to all domain names held by the registrar.
- Apply the update only to the domain name(s) indicated in the transaction.

8.5 If a name server or IP address is updated, it is the registrar's responsibility to notify the name server manager. An e-mail address can usually be obtained by querying the name server itself.

8.6 A full copy of the new domain name record will be returned to the registrar as confirmation. This will occur even when the domain name record is updated by NZRS. Note - NZRS can only make changes to the register when authorised by the DNC.

8.7 There will be some registrar details that only NZRS can maintain. These include:
- Creating new registrars in the system.
- Allocating a new password to a registrar.
- Updating registrar details.

8.8 NZRS will use the security system to control registrar access to the various processes in the system.

8.9   Moderators of second-level domain names (2LDs) will designate the registrars that are permitted to register their 2LDs. No other registrars will be permitted to register these 2LDs.

8.10   Only a designated registrar can change the registrant of a moderated 2LD domain name.

8.11   Only the registrar-of-record for a domain name is permitted to send a renewal notice to a registrant. A registrar who is not the registrar-of-record is not to send any notice that is, or may reasonably be considered to be, a renewal notice to any registrant.

9.   The Billing Process

9.1   The domain name billing will be based on a monthly billing period.

9.2   Registrars will be 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.

9.3   A domain name's billing period will begin on its registration date, or renewal date, and extend for the number of monthly increments indicated by the billing term.

9.4   Billing transactions will be generated as early as possible within a new billing period, normally on the first day.

9.5   The billing extraction will not occur until after the registration grace period (five days) for each billing term.

9.6   If the domain name is cancelled during the registration grace period it will not be billed.

9.7   Domain names cancelled during the renewal grace period will not be billed.

9.8   Registrars will be able to initiate the renewal process at any time during a domain name's current term, in advance of the normal renewal date. Advance renewals will 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 immediately for advance renewals.

9.9   Immediately following the billing of a domain name for a multiple number of months, the billing term will be re-set to one month.

9.10   To continue billing the domain name for a multiple term at renewal, the registrar will have to set the billing term again, using the standard update process. This will prevent 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.

9.11   In the event that a domain name is transferred one or more times during a billing period, the registrar that administered the domain name at the start of the period will be billed.

9.12   The billing extraction process will not generate credits. In the event that credits are required, these will be handled outside the register, through NZRS's invoicing system.

9.13   If a cancelled domain name that is pending release becomes due for renewal, it will not be renewed (and therefore not billed).

9.14   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 normally have occurred during the period of cancellation.

9.15   The registrar can set the billing period to "0" where they have received a specific instruction from the registrant not to renew the domain name registration.

9.16   The registrar cannot set the billing period to "0" to circumvent the automatic renewal function of the SRS.

9.17   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.

9.18   Billing details will be transmitted to an independent billing system as invoice line item transactions in whatever interface format the billing system requires.

9.19   The interaction between the billing module and NZRS will be such that the billing status of a registrar will not directly affect the status of an individual domain name in the register.

9.20   Registrars will be provided with a facility to query their billing transactions at any time.

10.   Locking a Domain Name

10.1   The ability to lock a domain name is intended for situations where a court (or other recognised authority) orders a "freeze" in respect of a domain name until a full hearing on the issue can be held, or when the DNC has cancelled the domain name as a sanction against a registrant.

10.2   Only NZRS is able to lock and unlock a domain name, and then only on the direction of the DNC.

10.3   Locked domain names will not be able to be updated, cancelled, re-instated, or released except as a manual transaction by NZRS on the direction of the DNC. The billing will be suspended while the lock is in place

11.   New Unique Domain Authentication ID

11.1   A facility will be provided for registrars and NZRS to generate a new UDAI at any time.

11.2   The new UDAI will be notified to the registrar regardless of who initiated the process.   This process will not be available for domain names that have been locked.

11.3   Neither NZRS, nor the DNC, know the UDAIs for domain names. Consequently, if the records of one are lost by both registrar and registrant, a new UDAI will need to be generated.   A new UDAI is also generated whenever the registrant has transferred to a new registrar, and when there has been a change in the registrants name.

11.4   A function will be provided for registrars to check that a UDAI is valid.

11.5   Registrars are required to pass on the UDAI to registrants whenever a new UDAI is generated, for example, on registration and transfer. This applies from when a registrar first connects to the SRS.

11.6   When registrars initially connect to the SRS, and their domain names are transferred by NZRS to them as a bulk transaction, they will not be required to immediately send the UDAI to registrants. This is to prevent a potentially large workload on customer services. However, registrars will have to provide the UDAIs to all registrants when they next contact them, for example, when sending out renewal notices. Registrars will also still be required to provide registrants with their UDAI upon request.

11.7   Domainz, as stabilising registrar, will not have to provide UDAIs to registrants for domain names registered at the time the SRS was implemented, until two weeks prior to the date set for competitive registrars to connect. This date will be specified in a timetable contained in the Registrar Implementation Kit, and available at www.dnc.org.nz

12.   Cancelling a Domain Name

12.1   Domain names do not automatically lapse at the end of their billing period; they are automatically renewed for the billing term specified by the registrar.

12.2   Registration of a domain name has to be actively cancelled by the registrar and can only be cancelled upon request or where the registrant has not complied with their agreement with the registrar and cancellation is specified as a possible result.

12.3   Cancelled domain names will be assigned a status of 'pending release' and will not become available for reuse for a period of 90 days.

12.4   Cancelled domain names, either pending release or released, will not be included in the next zone file pushed to the DNS.

12.5   Domain names that are locked cannot be cancelled.

12.6   If a renewed domain name is cancelled during the five-day grace period, it will not be billed for the new term. This means registrars can keep domain names active until the very end of their term, allowing the registrar to cancel them within the grace period of the new term without being billed.

13.   Re-instating a Cancelled Domain Name

13.1   During the 'pending release' period, the registrar will able to fully re-instate the domain name for the registrant, so that it becomes active again. The domain name is also able to be transferred to a new registrar and be reinstated by the gaining registrar.

13.2   The billing process will be unaffected by the cancellation and any re-instatement.

13.3   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.

13.4   Domain names that have been locked while they have the status of 'pending release' cannot be reinstated by a registrar. If this were required, the registrar would need to make an application to the DNC to reinstate it.

14.   Managing Cancelled Domain Names

14.1   The system will check all cancelled domain names that are pending release.

14.2   If the domain name has passed out of its pending release period it will be released, thus becoming available for anyone else to register.

14.3   Domain names that have been locked will not be released.

14.4   The pending release period will be a fixed system parameter that, although unlikely to change, will be modifiable by NZRS.

14.5   When they are released, domain names will be removed from the register.

14.6   Registrars are required to release all cancelled domain names back to NZRS. They are not permitted to retain domain names for them to on-sell to a third party.

15.   General Information

15.1   A range of information about .nz policies, the SRS, registrant rights, and domain names in general is publicly available on the Internet. This includes:

- A list of all authorised registrars, with links to their home pages.
- A list of second level moderators and their contact details.
- Current policy about domain names in .nz, dispute resolution, etc.
- Frequently asked questions.
- Links to other relevant sites.

15.2   If anyone has any questions regarding this document please email policies@dnc.org.nz