

# Setting up a website (Cth)

A guide for Australian community organisations

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# Contents

<b>Part 1</b>	<b>4</b>
<b>Setting up a website</b>	<b>5</b>
Planning your website	6
Selecting the domain name	6
Determining the features of your new site	6
Engaging a website developer	7
Requirements	8
Timetable and allocation of responsibilities	8
Price and payment	8
Handover and acceptance	8
Security	8
Maintenance and updating	8
Developing content	8
Restricting access to content	9
Protecting your content	9
Obtaining licences and consents to use others' content	9
Creative Commons	9
Referencing other websites and materials	10
Verifying materials and resources	10
Identifying your community organisation	10
Your website's terms and conditions	10
Community standards	11
Privacy and privacy policy	12
Privacy policy	12
What is personal information?	13
Collecting personal information	13
Using and disclosing personal information	13
Storing personal information	14



<b>Part 2</b>	<b>15</b>
<b>Registering a domain name</b> .....	<b>16</b>
Introduction to domain names .....	16
Who makes the rules about and manages domain names .....	16
Registering a domain name .....	17
Availability .....	17
Infringing a protected trade mark.....	17
Misleading users .....	18
Practical considerations.....	18
Which domain extension should I register?.....	18
How many domain names should I register? .....	20
What if someone has already registered the domain I want?.....	20
What do I need to know about domain name security?.....	20
Will my domain name remain registered indefinitely? .....	21
<b>Part 3</b>	<b>22</b>
<b>Hosting your website</b> .....	<b>23</b>
How do I use my domain name?.....	23
Relevant criteria when selecting a web hosting service provider .....	23
Domain name transfers .....	24
<b>Resources</b> .....	<b>25</b>



# Part 1

Setting up a website

# Setting up a website

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## This part covers:

- ▶ **planning your website** – what should you think about when planning your website?
  - ▶ **engaging a website developer** – what should you include in the contract?
  - ▶ **obtaining consents and licences** – what licences and approvals will you need?
  - ▶ **developing the content** – how should you reference and link to other materials and sites on the Internet, and do you need to verify their accuracy?
  - ▶ **identifying your community organisation** – what information is required on your site?
  - ▶ **protecting your information** – how can you control access to information on your site?
  - ▶ **your website's terms and conditions** – what should they include?
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**Websites are essential for most community organisations. This part of the guide provides guidance on legal issues related to setting up a website.**

Websites are often seen as a form of advertising, similar to a brochure, that draw people to an organisation.

A website can have a much broader function, and involve more legal issues than hard copy materials.

It's worth taking time to plan your website, and think through the legal issues that could arise in relation to your website from the very start to avoid costly issues down the track.

This part of the guide runs through legal issues to consider in setting up a website for your community organisation.



### Note

This guide provides information on setting up a website. This information is intended as a guide only, and is not legal advice. If you or your organisation has a specific legal issue, you should seek legal advice before making a decision about what to do.

## Planning your website

### Selecting the domain name

Most organisations want a domain name that matches their own organisation's name (for example, [www.nfplaw.org.au](http://www.nfplaw.org.au)). This can be either the proper name or a commonly-used name for your organisation.

Domain names work well when they are easy for your supporters and clients to remember, and aren't too long.

Even if you are not ready to launch your new website, you should consider purchasing a domain early, as it can sometimes be difficult to find a domain that is available and that you are happy with.

If there are a number of ways of referring to your organisation, you may wish to register all of these domain names – choose a 'main domain', and then redirect the unofficial ones to your main domain name.

You may also wish to register similar domain names to your own to prevent others from using those domains and creating confusion.



#### Example

If your organisation is called 'Aid to Kids' you might consider registering **aid2kids.org.au** as well as **aidtokids.org.au**, with the second domain redirecting to the first.

You might also consider whether to register some common misspellings such as **adetokids.org.au** and **aidtookids.org.au**.

Once you've found a domain name that works for your organisation, you should check to make sure that the name isn't a trade mark owned by another organisation to avoid any future disputes.

For more information about registering a domain name, and checking trade marks, see part 2 of this guide.



#### Note – the .org.au domain extension

If you would like to register a .org.au domain, the domain name must use the name of your organisation or a term which matches or is a synonym of:

- a service that you provide
- a program that you administer
- an event that you organise or sponsor
- an activity that you facilitate, teach or train
- a venue that you operate, or
- a profession that your members are part of

See part 2 of this guide for more information on registering a .org.au domain.

### Determining the features of your new site

A common mistake in setting up a new website, particularly when funds are limited, is to jump to the design stage without taking time to consider what the specific requirements are for your organisation's website.

Having a clearly articulated set of requirements from the start means that a website designer can produce a website that meets your needs. This will save you time and money in the long run.



### Tip

Taking time to identify your requirements will pay off. A clear set of requirements helps ensure that the site will be useful to your clients, and that your site delivers the outcomes you want.

We have set out some good questions to ask yourself in the checklist below.

#### What is the primary intention behind the site?

- Is your organisation looking to establish credibility?
- Is there a desire to increase awareness of your organisation or to generate demand for your services?
- Will your site be used for fundraising or advertising events?
- Is your site primarily for your clients and beneficiaries, or for delivering services?
- Is your site mainly an advocacy platform?

#### What should people be able to do when they visit your site?

- Will it be purely an information site, where people can access information and get contact details for you?
- Will it handle transactions such as subscriptions and donations?
- Will clients be able to book appointments or access online services?

#### How will people access the site?

- Will the site be primarily accessed by mobile devices, or from business or desktop computers?
- Will there be a need for your employees to update information regularly or on the go?

#### What are the security requirements of the site?

- Will you want the site to have password protected areas?
- Will you be collecting sensitive data through the site?



### Note - branding

Consider whether you want to make a change to existing branding that will help the move into a new medium. Is your existing brand suitable to an internet-based organisation, or is this a good time to revisit and update the brand?

## Engaging a website developer

If you require a simple website with basic functionality and have someone in your organisation with web development skills, you might consider creating your own website. There are several freely-available platforms, such as WordPress, that can be used to create a website.

Otherwise, you'll need to engage a web developer and decide on a platform for your site.

**When engaging a developer, you should ensure the contract with the developer covers the following:**



## Requirements

Once you have decided on the requirements for your website, you should ensure that these are properly understood by the developer. Misunderstandings about requirements can be costly to fix, so make sure that both parties are on the same page from the start.

It's important to have an agreed document that sets out the agreed key features of the website, and the agreed price for developing those features. The scope of work should be clear, and you should be able to adjust the price if it changes.

## Timetable and allocation of responsibilities

You will need to create a project timetable for implementation. Responsibilities should be allocated to your organisation and to the developer to make it clear where the obligations lie at the various phases of the project. The developer may expect you to perform a particular task at points throughout the development, such as undertaking user testing or providing content, so make sure that you are clear about what you're required to deliver, and when.

## Price and payment

The contract should be clear on the overall price. If fees are calculated based on hourly rates then you should try to cap them at a certain amount (which could increase if you agree to extend the scope).

The contract should set out when the price must be paid and payments should be conditional upon achievement of outcomes. To avoid having to pay for a website that does not work or meet your requirements, the final payment should only be made once you have accepted the site.

## Handover and acceptance

Your contract with your developer should specify a clear acceptance process which allows you to test the completed website and be satisfied that it meets your agreed requirements and functions without error. If the site fails the tests, the designer should have to fix the errors. If you have a staged payment arrangement, you can withhold the last payment until the site passes the tests. A documented acceptance process with clear criteria will save arguments at the end of the project.

Many web developers will provide a warranty, which means for a period after you have accepted the site (the 'warranty period') they may fix problems that arise with the site without charge if those problems mean it no longer meets the agreed criteria. If your development contract does not include a warranty period on development, you should ask your developer to include this.

## Security

You should consider your security requirements at the outset. Ensure your developer creates a website that incorporates the necessary defences to protect against viruses and hacking (for example, using virus protection software, and the latest versions of apps) and consider using encryption technologies to protect data.

You should also consider how you will maintain security protections (for example, updating software) once the website development process is finished.

## Maintenance and updating

Your web development contract may include a period of maintenance of the website by the developer. Your contract should specify whether this includes providing updates to keep functions current. The period immediately after a website goes live is the time when adjustments are most likely to be required, so it can work well to have the person who developed the website provide maintenance during this time.

## Developing content

Your website may consist of content created by you, as well as material created by others. You should take steps to protect your own content, and you should make sure that you are using any content owned by others in a lawful and respectful way.





## Restricting access to content

All material on your public website can be easily accessed – and potentially copied – by any member of the public, unless you set up restrictions. If you want to restrict access to a limited group, you need to ensure that you use appropriate controls. This may include protecting the information with a password, and placing it behind paywalls. Talk to your developer if this is important for your site.

## Protecting your content

There are various ways to make information displayed on a website less vulnerable to being copied. This is important if your content is valuable, and you do not want others to be able to 'copy and paste' your content. For some sites, you may want to make it easy, rather than hard, to copy content – it depends on the purpose of your site.

Some methods to protect content include:

- ensuring encrypted communications with secure HTTP when transferring information
- using pdfs (scanned or generated) with appropriate locks on usage
- using flash routines with locks on usage
- using JavaScript routines, and
- including exclusion commands to prevent indexing of certain areas of your site by search engines

You should consider which method is appropriate, depending on the type and sensitivity of the information you wish to protect. Remember — anything displayed on the screen can be copied, even if not in a pure digital content format (someone can simply take a photo of the content).

Regardless of the purpose of your site, you should protect your original content by putting appropriate copyright notices on your site. This is not strictly necessary but it alerts people to the fact that the content is protected. If you find that someone is copying your content, this may be a breach of copyright, and you can ask them to cease copying your material. If they refuse, you should seek legal advice.

## Obtaining licences and consents to use others' content

When you populate your website, you might do so using content sourced from other people. Any images, quotes, routines, fonts and other content not created by your organisation must be properly licensed to you from the owner of that content (or their licensees).

You need to verify that the person giving the material to you has the proper intellectual property rights to allow your use in the manner you intend. That doesn't necessarily mean they need to own the copyright (for example, as the original author), but if they don't, they need to have the proper licence to allow them to sub-license you to use it, including in the way that you want to use this content.

You must have consent to use quotes from, or images of people on your website (including clients and staff). It's not enough that an image or statement has been provided to you for another purpose – make sure the person is aware that you intend to use it on your website, and get specific consent for that use. In practice this involves:

- checking that any designers or contractors you use to provide content have the relevant approvals and licences to use the material they include on your website, and
- if you are developing content, checking that you have purchased any licences required and have received appropriate consents

### Creative Commons

Some material may be licensed under Creative Commons. Creative Commons licences are free licences that allow you to share and reuse material legally in certain circumstances. A content owner may choose to license their material under Creative Commons if they are interested in allowing people to use that material for free.

If you are seeking to incorporate material licensed under Creative Commons into your own website, check first that the type of Creative Commons licence allows you to use it for your purposes.



## Related resources

For more information about Creative Commons licences, see [Creative Commons Australia's website](#).

## Referencing other websites and materials

If you want to link to another's website, there are a number of ways to do it.

You can simply provide a link in the form of an <http://www.website.com.au/> type address, which visitors to your site can click to be taken to the site.

When referencing this way, you should also consider whether you should highlight to the user that they are leaving your website. This is something you might particularly consider if the external website has content that your organisation may not want to adopt as its own.

Alternatively, you could 'frame' the site so that the content still appears to be on your website, but contains a mini-site within a frame showing the content of the other website. If you want to take this approach you should ensure you get written approval from the website being framed. If you don't get approval to take this approach, you may face allegations that you tried to pass off this information as your own. You should also consider the question of whether your organisation is comfortable taking responsibility for the accuracy of the information on the framed site, as it could be seen as being adopted by your organisation.

## Verifying materials and resources

When you are including materials that you have not created yourself, it's important to verify that the material is accurate and that you are presenting it in a way that is not misleading.

You should verify the truth and accuracy of the information you're going to use. Depending on how you use the materials, they may be seen as emanating from you, being endorsed by you, or you may be taken as confirming them. This could potentially mean that your organisation could be legally responsible for the content, even though you didn't write it. Verifying the accuracy will limit your exposure.

If you are unable to verify the accuracy of material, you could simply provide a link. Remember that you need to be careful not to imply that you are recommending its use or adopting it. If you have doubt about its veracity or authenticity, it is best not to use it.

Some content is more risky to link to or include in your website – for example there could be serious consequences of linking to false or misleading health or legal information. If you are linking to potentially risky content, you should either verify those resources, or be very careful to explain that by providing a link to the resources you are not confirming their accuracy or endorsing their content. This needs to be a genuine statement. If the overall impression is that despite your disclaimer you are really endorsing the content, then you may be liable for that content.

## Identifying your community organisation

As with any published material about an organisation, you need to properly identify your organisation's name and ABN (if applicable).

It's also important to include methods for people to contact you, for example, a physical or postal address of the business, at least one general email address, or a phone number.

Depending on your activities you may need to display other licence numbers such as fundraising licences.

## Your website's terms and conditions

Most websites should have a set of terms and conditions. They may range from minimal to complex depending on the purpose and functions of the website.

This section outlines the approach for basic terms and conditions for use of a website.



If your organisation proposes to conduct fundraising, trade promotions, or e-commerce transactions through a website, you would need to consider including separate terms and conditions for these functions, after seeking appropriate legal advice.

The terms and conditions need to be clear and understandable.

**We've set out a checklist for terms and conditions that a not-for-profit organisation's website should generally include below.**

### Terms and conditions for a not-for-profit organisation's website should generally set out:

- the terms of use of the website, including a limitation of your organisation's liability for the user's use of the website
- who is entitled to seek services from your organisation via the website (if access is limited)
- any terms around provision of services that your organisation provides via the website
- that information and materials displayed on the website are owned or licensed by you and must not be copied, and how users are entitled to use it
- disclaimer or limitation on liability in relation to links to other websites and their content, and in connection with services provided by them
- if you have forums or comment sections, rules around how comments can be made, behaviour expected, and that you may moderate content if it is deemed inappropriate
- a statement of the law and jurisdiction applicable to any disputes about the site (remember that the Internet is global)
- if you collect personal information from users, a reference to your privacy policy
- reservation of rights such as modification or termination of the website, and
- retaining rights implied by law

### Community standards

Many websites that allow for comments and discussion establish and enforce a set of community standards. Breaches of community standards may result in the offending content being removed, or the account from which it was posted being banned.

As the operator of a discussion forum, you should ensure the conditions of posting and consent are covered in your website terms and conditions or special terms and conditions for the forum.

You will need to make sure that the page is monitored for abusive, illegal or defamatory content, as you may be liable as a publisher for defamatory content if you don't remove it. This may be the case even if your role in allowing it to be posted was only a passive one. For this reason, it's important to remove any content that may be defamatory quickly.



### Tip

If it's important from a risk management perspective to make sure people have read your terms and conditions, you can ask users to click a button to indicate they have read and understood the terms and conditions and agree to be bound by them.



### Caution

It's not a good idea to simply adopt another organisation's terms and conditions, as the details may vary considerably between organisations.

It's generally worth engaging someone with legal experience in this area to develop specific terms and conditions for your website to make sure you've covered everything relevant to your organisation and that the protections you need are put in place.

Your terms and conditions should include the date when they were last modified. As with other information on your website, it's important for a user to know when your terms and conditions were last updated so that users know whether they have changed since they last viewed your site. Depending on the functionality of the website, it may also be advisable to retain a copy of each modified page of the website to allow you to check how the site appeared at a particular time when it was viewed by a user.

Finally, users should be able to download and print your terms and conditions.

## Privacy and privacy policy

If your organisation is covered by the *Privacy Act 1988* (**Privacy Act**), you must have a privacy policy that sets out how your organisation collects, uses, discloses and manages personal information. You will also need to provide a collection statement when you collect the personal information.



### Related Not-for-profit resources

For a detailed guide to the Privacy Act requirements, including:

- whether the Privacy Act covers your organisation
- the definition of certain terms such as 'personal information' and 'reasonably identifiable', and
- recent updates on privacy law that may affect you, visit [our webpage on privacy](#).

## Privacy policy

Your privacy policy should set out how your organisation collects, uses, discloses and manages personal information.

It should include information on:

- the kinds of information you collect and hold
- how it is collected by you (including any automatic collection by the website, such as through cookies)
- how you hold it

- the purposes for which it is collected and used (for example, to provide services, for marketing purposes)
- whether you are likely to disclose the information overseas (and if so, where)
- how the person may access and correct their information, and
- how the person may make a complaint

You should have a copy of your privacy policy on your website, so that people can easily locate it and obtain a copy.

If you collect personal information from website users, you should reference your privacy policy in your website's terms and conditions.

## What is personal information?

Personal information is information or an opinion about an identified person, or a person who is reasonably identifiable.

General examples of personal information include a person's name, signature, address, telephone number, date of birth, medical records, bank account details, as well as commentary or opinion about a person and photographs of a person. Personal information does not include aggregated, de-personalised or anonymous information.

## Collecting personal information

Organisations must use lawful and fair practices to collect personal information, and personal information should only be collected if it is reasonably necessary for the organisation's functions or activities. The information should generally be collected directly from the person, but if it isn't, the organisation should ensure that the person is aware of the information having been collected.

At the time of collecting personal information, an organisation must make sure that the person knows who the organisation is and how to contact them, the purposes for collecting the information, including identifying to whom it may be disclosed, and details of how to access the information or make a complaint. This can be done using a collection notice.

Note that there are greater restrictions around collection of sensitive personal information, which includes health information and information about the person's ethnic origin, political opinions, religious beliefs, sexual orientation, trade union membership and criminal record. Collection of sensitive information generally requires consent (rather than just notification via a collection notice).

Some website operators (usually those targeting customers in the EU) use cookie consent pop-ups to inform users about cookie use and to obtain the user's consent. These pop-ups are required under EU law, but are not required (yet) in Australia. Some website owners use them for transparency reasons even though it's not essential. Note however – if you will be collecting personal information through cookies, you will need to disclose this in your privacy policy.

## Using and disclosing personal information

Personal information may only be used or disclosed for the purposes for which it was collected, unless consent is obtained from the person to use or disclose the information for another purpose.

Disclosure may only be made outside Australia in circumstances where the recipient is subject to substantially the same privacy obligations (ie. the overseas laws are to the same standard as Australia's). If you store information in the cloud, or process the information using cloud based services, this might involve a transfer of the information outside Australia.

**Note also** – using personal information for direct marketing or fundraising activities may trigger extra obligations.



### Related Not-for-profit Law resource

Refer to our Privacy Guide on [our privacy webpage](#) for more information.



## Storing personal information

Organisations must take reasonable steps to ensure personal information is accurate, up-to-date and complete. People have a right to access their personal information and to have it corrected. Personal information should be destroyed or de-identified once it's no longer needed.

Organisations must also take reasonable steps to protect the security of personal information and prevent misuse, loss, or unauthorised access and disclosure. If your website is used to collect or store personal information, you must make sure it has appropriate security measures in place.

You need to disclose if personal information will be sent or stored overseas (for example in cloud storage). This can be done in your privacy policy (as noted above).



### Note

Your organisation may also have an obligation to comply with the Notifiable Data Breaches Scheme. If it is and a data breach occurs that is likely to result in serious harm to people whose personal information is involved in the breach, you will have to act quickly to take certain steps. Among these, you may be required to notify affected people and the Office of the Australian Information Commissioner. You should seek legal advice about whether this scheme applies to your organisation.



# Part 2

## Registering a domain name



# Registering a domain name

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## This part of the guide explains:

- ▶ how to register a domain name
  - ▶ how domain names are hosted, and
  - ▶ what to do when there is a dispute over a domain name
- 

## Introduction to domain names

A domain name is your organisation's address on the Internet.

It's an important asset as it allows people to access your website and send emails to you (for example [www.yourcommunityorganisation.com.au](http://www.yourcommunityorganisation.com.au) and [yourname@yourcommunityorganisation.com.au](mailto:yourname@yourcommunityorganisation.com.au)).

Computers connected to the Internet locate and communicate with each other using a series of numbers, known as internet protocol (**IP**) addresses. As it can be difficult for people to remember addresses in number format, a more intuitive system – the domain name system – was created. Each IP address is connected to a unique domain name made up of letters and numbers, called a domain name.

When you register a domain name you do not 'own' that domain name – you are granted a licence to use it for a certain period. The terms and conditions of the licence generally provide that it can be renewed.



### Note

Domain names are not equivalent to trade marks or registered business names, and do not create rights to exclusively use that name or phrase in the way that registered trade marks can provide protection. This is discussed further below.

## Who makes the rules about and manages domain names

The internet's global domain name system is coordinated by a not-for-profit organisation called the Internet Corporation for Assigned Names and Numbers (**ICANN**).

ICANN determines the international policy for gTLDs (see the box below) including who is eligible for a gTLD and which names are allowed. Further information can be found on [ICANN's website](#).





## Different types of domain names

Domain names can end with '.com', '.org', '.com.au', or '.org.au' (among other endings).

'Com' and '.org' endings are known as generic top level domains ('gTLDs'), while '.com.au' and '.org.au' endings are known as country code top level domains ('ccTLDs').

There are different rules on whether a person is eligible to use a particular type of top level domain (TLD) – see part 3 of this guide.

There are also a series of national domain name administrators who deal with the subset of domain names called ccTLDs. For example, auDA (.au Domain Administration Ltd) is the manager of the .au domain space. auDA accredits and licenses other organisations or people to sell .au domains to eligible people.

Domain names themselves are recorded in a database called a registry. Registry details for global domains can be found on ICANN's website. The registry for '.au' domains is [AusRegistry](#).

## Registering a domain name

Before you register a domain name, you will need to work out:

- whether your chosen domain name is available for registration
- whether your chosen domain name infringes a registered trade mark (as you can't choose a domain name that is substantially identical to or deceptively similar to, a registered or, sometimes, an applied for, trade mark), and
- whether it has the potential to mislead users through being associated with any other organisation, product or service

In addition to these legal considerations, you should also consider whether your chosen domain name:

- is easy for users to remember, and
- is likely to drive traffic to your organisation

## Availability

You will need to find out whether your preferred domain name is available for registration, or whether someone else has already registered it (or applied to register it).

You may also need to conduct further availability checks to confirm that another party's use of the same or a similar trade mark is not likely to pose an obstacle to your use of the preferred domain name. You may need to get legal advice on this.

For gTLDs, you can check whether a particular domain name is available by using ICANN's [WHOIS Service](#).

In relation to ccTLDs, you can use the AusRegistry [WHOIS Service](#).

In limited circumstances, if your preferred domain is already owned, but you believe it is being misused, you may be able to apply to have the existing registration suspended, cancelled or transferred to you. You may need to get legal advice on this.

## Infringing a protected trade mark

If you register a domain name that is substantially identical or deceptively similar to a registered trade mark (often, but not always, signified with a ® for registered trade marks or ™ for both registered and unregistered trade marks), you may be ordered to stop using that domain name by the owner of the trade mark, especially if you are operating in similar fields or industries or providing similar goods or services. Trade marks may be registered in countries other than Australia.



### Tip

To check whether your domain name may infringe a registered trade mark, you can conduct a preliminary search on [IP Australia's website](#) to see whether your domain name is similar to a registered trade mark. A pending application to register a similar trade mark may also pose an obstacle to your use of the preferred domain name. If you have any concerns, seek legal advice.

## Misleading users

Even if your domain name is similar to something that is not the subject of a registered trade mark, your community organisation may still be ordered to stop using that domain name if the use is misleading or deceptive. This might include the name of an entity, brand, product or slogan.



### For example –

Consider Hewlett Packard, a global information technology company, which has registered [www.hp.com](#) as its domain name.

If a new technology retailer decides to register [www.hp-computers.com](#) as its domain name, use of the new domain name may lead consumers to associate the new retailer's products with Hewlett Packard. In this case, the new retailer will unfairly benefit from the goodwill associated with the Hewlett Packard name. Hewlett Packard may argue that any sales generated from the new domain name unfairly took away its market share due to an improper use of its global reputation and may be able to access legal remedies because of the new retailer's misleading or deceptive conduct.

## Practical considerations

In addition to checking the availability of your chosen domain name, and avoiding potential legal challenges, you should consider the following:

- Is my domain name likely to be misspelt?
- Is my domain name easy to remember?
- Is my domain name likely to drive people to my site?
- Is my domain name too generic?
- Is there a chance that people will misread my domain name?

Remember that domain names have no spaces between words, which can give rise to embarrassing domain names, or names that convey a different meaning. For example, 'super bowl' without spaces may be read as 'superb owl'. Exercising caution when selecting a domain name can help avoid confusion later.

## Which domain extension should I register?

Domain extensions are domain name suffixes. They are the part of a web address which appears after the domain name itself (the '.com' or '.org.au').

As discussed above, there are two types of domain extensions:

- **generic TLDs or gTLDs** – which feature only one suffix in the domain name (for example, [www.yourcommunityorganisation.org](#)), and
- **country code TLDs or ccTLDs** – which feature two suffixes in ccTLDs; the second suffix often indicating the country code (for example, [www.yourcommunityorganisation.org.au](#)).

For both types of domain extensions, there are suffixes designated for particular uses.

For example:

- '.com' and '.net' are for general commercial usage
- '.org' is for charities, certain clubs and not-for-profit organisations, and
- '.asn' is for political organisations

You must be eligible to use a particular suffix in order to register a domain name with that suffix.



### Note – the .org.au domain extension

Australian community organisations often wish to have '.org.au' at the end of their domain names (for example, [www.yourcommunityorganisation.org.au](http://www.yourcommunityorganisation.org.au)).

The registration rules for the org.au domain have been updated recently.

Since 12 April 2021, if your community organisation wishes to register an '.org.au' domain extension, **your organisation must fall under one of the following categories:**

- an association incorporated in any Australian state or territory
- a company limited by guarantee under the *Corporations Act 2001*(Cth)
- a non-distributing co-operative registered under state or territory legislation
- an Indigenous Corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) and which appears on the Register of Aboriginal and Torres Strait Islander Corporations
- a trade union or other organisation registered under the *Fair Work (Registered Organisations) Act 2009* (Cth)
- a charitable trust endorsed by the Australian Taxation Office as a Deductible Gift Recipient
- a non-trading cooperative under state or territory legislation
- a public or private ancillary fund endorsed by the Australian Taxation Office as a Deductible Gift Recipient
- an unincorporated association that appears on the Register of Charities established under the *Australian Charities and Not for Profit Commission Act 2012* (Cth), or
- a political party registered under the *Commonwealth Electoral Act 1918* (Cth) or state or territory Electoral Act and which appears on the Register of Political Parties

#### Domain names with '.org.au' domain extensions must be:

- an exact match, abbreviation or acronym of the registrant's name, or
- otherwise closely and substantially connected to the registrant, such as the name of a service, program, event or activity the registrant provides

Any .org.au domain names created, transferred or renewed on or after 12 April 2021 are subject to these new licensing rules.



### Related resources

See the [auDA website](#) for more information on the .au (including .org.au) licensing rules.

## How many domain names should I register?

Domain names are granted on a 'first come, first service' basis.

The fact that you have registered a particular domain name does not prevent other people from registering a domain name similar to yours. For this reason you may wish to register your main domain name as well as similar domain names. This can protect against reputational damage or loss of traffic to your site as a result of confusion on the part of your web-users. It can also prevent 'cybersquatters' from seeking money for a name that you may wish to control in the future.

If you do register a number of domain names, you are not obliged to use them all, but can make arrangements with your web hosting service provider to redirect any users from those addresses to your main website.

## What if someone has already registered the domain I want?

If you consider a person has wrongly registered a domain name in which you have an interest and you are unable to resolve your dispute by engaging with that person directly, you may wish to consult the applicable dispute resolution policy for your domain type.

Both .ICANN and .auDA have dispute resolution policies to cover disputes about domain names.

.ICANN's dispute resolution policy has been adopted by ICANN Accredited Registrars in all gTLDs.

auDA's dispute resolution policy is based on the .ICANN policy, and applies to all domain name licences issued or renewed under the .au ccTLD.

The .ICANN policy (mirrored by the .auDA policy) provides that if someone ('**the complainant**') believes that:

- another person's ('**the respondent's**') domain name is confusingly similar to their trade mark
- the respondent has no rights or legitimate interests in respect of their domain name, and
- the respondent's domain name has been registered and is being used in bad faith,

then the respondent is required to submit to a 'mandatory administrative proceeding'.

This involves the Registrar considering each argument and deciding whether to cancel or transfer the disputed domain name. The respondent may lodge a response to the complaint within 20 days of the start of the mandatory administrative proceeding. All fees charged by the provider of the proceedings must be paid by the complainant.

One notable difference in the auDA's Dispute Resolution Policy is that the respondent may lodge a response no later than 20 days after being notified of the complaint, as opposed to within 20 days of the start of the proceeding.



### Related resources

See ICANN's website for more details on [ICANN's Dispute Resolution Policy](#) and on how the [dispute resolution process](#) should be conducted.

See auDA's website for more details on [auDA's Dispute Resolution Policy](#).

## What do I need to know about domain name security?

If you register a domain name yourself, your personal information (such as your name, home address, phone number and email address) may be available for the public to access when they check the relevant registry entry for your domain name, or input your domain name into a relevant WHOIS service.

To avoid this, you can register a private domain name. This involves paying a third party who specialises in domain name registrations (a domain name reseller) to register a domain name in their name on your behalf, for a fee. If you are considering a private domain registration, take care to select a reputable



reseller. The .auDA website includes a list of registered resellers, but do your own research before making a decision.

## Will my domain name remain registered indefinitely?

The terms and conditions of your domain name registration will provide an expiration date on your licence. However, under the terms of your licence, you will usually be entitled to renew the licence. As with initial registration, there is a risk that if you fail to renew your domain name on time, it may be purchased by another person.



### Tip

Make sure:

- you have a process for managing and renewing your domain name that will be clear to anyone in your organisation, and
- staff changes don't lead to inadvertent lapses of your domain name registration



# Part 3

## Hosting

# Hosting your website

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## This part of the guide:

- ▶ addresses some relevant considerations when selecting an entity to provide web hosting services
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## How do I use my domain name?

Once you have registered your domain name, you need to:

- arrange for your website to be hosted, and
- link your domain name to your website

In addition to hosting your website, many web hosting services providers offer email addresses and security measures.

Some website designers offer packages which include registering your domain name, developing your website, hosting your website, email and security.

## Relevant criteria when selecting a web hosting service provider

When selecting a web hosting service provider, consider the following:

### Does the service provider guarantee a minimum uptime?

An uptime guarantee is a guarantee that your website will remain available to the public, and not crash, for a minimum percentage of the relevant time period being measured. Some service providers offer 99.9% uptime, while others offer 99.5%. While at first glance 0.4% may not appear to be a significant difference, the figure represents a potential difference of 42.9 hours when your website could be unavailable to the public each year. You should check what your rights are under the contract if the provider does not meet the uptime guarantee (such as a right to receive credits if uptimes are persistently not met).

You may also wish to consider whether there are any periods during which it will be particularly important for your website to be available. Providers usually conduct maintenance which involves service downtime. Check your service provider's terms and conditions for details of when maintenance may be scheduled, and any assurances about uptime.

### How much data storage does the service provider offer?

If your website contains lots of images, videos or audio files, you will need to make sure that the amount of data storage offered is sufficient. Is your website likely to grow over time? If so, you will want to have provision for increasing the storage.

### What is the bandwidth?

When someone visits your website, the speed at which they can load the content depends on the size of the bandwidth. If the bandwidth is too small, your website will load slowly, creating frustration for your users. Determining the right amount of bandwidth to meet your needs will depend on the content of your website (particularly video, audio and images) and the number of people you expect to visit your website.

### What is the data transfer limit?



A data transfer limit is a limit on the amount of data a service provider can provide to the Internet, similar to a download limit on your home or mobile internet plan. Service providers may impose extra charges for exceeding the data transfer limit. The same considerations that apply to selecting the appropriate bandwidth apply to data transfer limits.

### **How much customer support does the service provider offer?**

Sometimes websites become unavailable to the public for a variety of reasons. When this happens, you may want to contact your web hosting service provider for help. The level of customer support and technical services vary from provider to provider. Some web hosting service providers may not always be available 24/7 and others may not be capable or willing to fix certain technical issues.

### **Can the service provider support my website's code?**

Websites can be created using a variety of languages, or codes. A web hosting service provider must have the right equipment to be able to understand the code in order to make your website available to the public. Most web hosting service providers can support commonly used codes.

While some web hosting service providers also design websites, some do not. If you have a separate website designer, they can advise you on the best code to ensure that it can be easily hosted.

### **What services are offered in relation to emails?**

Most web hosting service providers will offer email accounts customised to your domain name (for example, [name@yourcommunityorganisation.org](mailto:name@yourcommunityorganisation.org)). You will need to consider how many individual email accounts you need. Remember to allow for growth over time.

### **How to associate your domain name with a website**

To associate your domain name with your website, you need to:

- Get details of your web hosting provider's name servers. This information may have been provided to you when you registered to receive their hosting services, but will also usually be provided on request.
- Once you have obtained this information, you will need to log into your account on your domain registrar's website. You will then need to update the listed details for your domain name server.

If you are not sure how to do this, check the help pages of the domain registrar's site or contact their customer service team. Hosting providers who offer a full service package, including domain registration, may arrange this for you.

### **Where are the servers located?**

To make compliance with privacy laws easier, it is best for the servers hosting the website to be located in Australia.

### **Will the server and website be secure?**

When choosing a hosting provider, make sure that the provider is reputable and will provide the physical and technological security features necessary to keep your website and data secure. You should also consider how your data will be backed up in the event of a security breach. Hosting providers may also be able to assist with user access control, password control and data encryption.

## **Domain name transfers**

If your community organisation no longer wishes to use a particular domain name, instead of letting the licence expire, you may wish to consider selling or gifting the right to use your domain name to someone else. The terms and conditions of registration may cover whether this is possible.



# Resources

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## Related Not-for-profit Law resources

The [Not-for-profit Law website](#) contains many resources on different topics. The following topics contain relevant further information:

▶ [Privacy](#)

This page features a national Privacy Guide covering federal privacy laws and state-based privacy laws in all States and Territories, as well as a Privacy Compliance Manual, a Notifiable Data Breaches Scheme fact sheet, and a Cybersecurity fact sheet.

▶ [Social media](#)

Social media is increasingly becoming a vital communication and marketing tool for not-for-profit organisations. This page features our Social Media and Your Organisation fact sheet.

▶ [Intellectual property](#)

Read our Guide to Intellectual Property Law to better understand the basics of making and protecting intellectual property, and how to avoid infringing the intellectual property of others.

▶ [Insurance](#)

This page features Risk Management and Insurance Guides for all States and Territories, which includes information on insurance and computer equipment.

## IP Australia

▶ [Trade Mark Database](#)

Conduct a search of IP Australia's Trade Mark Database to determine if your domain name is likely to infringe a registered trade mark in Australia.

## Other resources

▶ [ICANN](#)

You can read ICANN's dispute resolution policy on this [page](#).

▶ [auDA](#)

Visit this [webpage](#) to access auDA's dispute resolution policy.

