

Raising Industry Standards Consultation

Responses and recommendations

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1. Executive summary

This paper provides a summary of the responses to the Raising Industry Standards Consultation, recommendations for taking this initiative forward in the form of a revised Registrar Contract (to replace the existing Tag Holder Agreement) and a set of Good Practice Terms. Drafts of these documents are included in appendices A and B.

The paper also seeks PAB input on the method for dealing with enforcement and complaints.

2. The consultation

The consultation on Raising Industry Standards was launched in January 2006 and ran for four months until the 31st of May. The consultation received 20 responses (of which one was received after the deadline but is included in the feedback for completeness) mostly from registrars and members but there were five responses from the wider stakeholder community.

The consultation was publicised by EURIM in their newsletters, by the CBI in their e-Business update, and in various press reports (ItWales.com and Netimperative.com to name a couple). We used the consultation and the promotion of self regulation along with Internet Governance as a focus of discussion in a number of meetings we have had with MPs.

We used a number of tools to promote member input:

- Two email reminders were sent to members,
- Our customer support team promoted the consultation when speaking to members and tag holders,
- We discussed the consultation at member meetings, and
- The consultation was extended from three months to four months to encourage input.

Overall, we were very pleased with the quality of the responses and grateful to those who took the time to respond. Whilst some responses dealt with each question separately, many took the opportunity to respond to the proposals more generally and offer their opinions on the concept of raising standards within the Internet industry.

This paper sets out our analysis of the responses to the consultation and also our recommendations for further action.

3. General findings

Overall there was support for a general move to raise standards within the Internet industry. 82% of the 11 responses to the question “Do you support the proposal to improve standards associated with the .uk domain name space?” were in favour of the proposal put forward in the consultation.

22% (out of 9 respondents) supported the proposal to improve standards by strengthening the registrar contract, whilst 45% thought that standards could be improved through a combination of the strengthened contract and some kind of added value/certification.

3.1 Accurate data

There was also general support for registrars, registrants and the registry taking responsibility for the correction of registrant data that they know to be incorrect. There were concerns over registrars being held accountable for inaccurate data and a call for only those registrars who repeatedly provide inaccurate data or fail to correct data they know to be incorrect to be penalised. One registrar who responded has entirely automated systems for registration, therefore did not feel they had enough control over the information the registrant submitted to agree to this clause and did not appreciate why it is a problem if a domain name is registered to a fictitious name and/or address.

It has also been highlighted that the transfer fee may be an element which is contributing to inaccurate data on the database, as some are reluctant to pay the fee and therefore leave the domain name registered to the wrong entity. This issue does not relate specifically to this consultation. However, it is being picked up in a separate review of the transfer fee.

3.2 Publication of information by registrars

3.2.1 Pricing

Four out of the seven responses on this issue felt pricing should be published clearly on a registrar’s website whilst another respondent (the PAB) felt that this was not necessary as long as the customer was made aware of the relevant charges.

3.2.2 Service Level Agreements

Some felt it is not feasible to require registrars to publish their Service Level Agreement as whilst it may be good practice to have them, not all businesses do. Also some information in relation to pricing and Service Level Agreements may be commercially sensitive.

One suggestion was that Nominet should produce standardised information that registrars would be required to publish particularly on the role of Nominet, the relationship between registrar, registrant and Nominet and pricing.

3.3 Dispute resolution conditions to address registrant-registrar disputes

There was not overwhelming support for the contract to state that a dispute between a registrar and registrant should be handled by a modified version of our DRS. However, the respondents were not entirely against having a provision in the contract that stated disputes would be attempted to be resolved through an Alternative Dispute Resolution process. There were concerns over the type of dispute that might occur and whether, if these were connected to non-registry matters it would be appropriate for Nominet to become involved.

3.4 Performance Criteria

It was suggested that in order to ensure a consistent and high quality service to registrants we could introduce performance criteria with penalties for those who consistently underperformed. (For example taking too many days to carry out a registrar change.)

4. Additional training for registrars

Generally people thought that Nominet should not be providing technical training to registrars either because of cost implications (they felt training would be funded by registration/membership fees) or because it was felt that a registrar that required such training should not be a registrar in the first place. An alternative suggestion was that we should provide clearer communication in the form of basic guides and FAQs. Others felt that if they had a problem or didn't understand something they could contact us for help. A suggestion from someone in favour of more technical training was to develop toolkits and e-learning packages so that the training was accessible to all. Some would also like to see a differentiation between the types of training e.g. technical training on such things as setting up a PGP key and customer service training on explaining the three way contract, the PAB and the Board.

5. Our recommendations for the registrar contract

On the basis of the responses received we recommend that we avoid an overly prescriptive approach to the requirements placed on registrars through the registrar contract. This is important given the different business models that registrars operate, how they acquire customers and the commercial sensitivity of some registrar/registrant relationships. Having said that, we still feel that there would be significant benefits to registrants if a revised contract were to be introduced incorporating the following:

- Greater clarity regarding what the registrant can expect from their registrar covering pricing, services and customer service provision
- The provision of accurate registrant data where practicable and a requirement to take action once inaccurate data is brought to the attention of the registrar.
- Clarity regarding the relationship between the registrar, the registrant and Nominet.
- A term which states that, unless the registrant's explicit consent is given, the domain name will only be registered in the name of the customer.
- A term in the contract which states that the contract also applies to the resellers of the registrar.
- A requirement for new registrars to demonstrate a basic level of knowledge regarding .uk business processes through the completion of a series of online tests. These to be supported by the provision of revised FAQs and other online materials.

We recommend that as an adjunct to the registrar contract we introduce a set of good practice terms. These will be contractually binding but will seek to explain both the motivation and the requirements of the terms in a way that would not be appropriate in the contract itself. Changes to the contract will be subject to a notice period during which registrar views will be sought.

The proposed registrar contract and Good Practice Terms are attached as appendices A and B respectively.

6. The introduction of a 'gold standard'

It was clear from the responses to the consultation that people were reluctant to fully support the concept of a 'gold standard' at this stage as they felt the proposal was too vague. 33% (of 9 respondents) were opposed to the proposal. Some felt that the question of the introduction of a 'gold standard' began the debate regarding whether establishing a code of conduct and enforcing it is within Nominet's role or outside our jurisdiction.

Concerns were around the following:

- The cost of setting up such a scheme
- The number of potential levels within such a scheme i.e. whether 'gold standard' would categorise registrars as simply good or bad with no intermediate level.
- Whether a multi tiered system of registrars would cause more confusion than exists currently.
- Whether the benefit to the customer would justify the cost, time and effort in setting up such a standard.

We recommend that we look in more detail at the problem areas that we would like the 'gold standard' to address and explore whether any of the issues can be tackled through our existing procedures. If this is not feasible we will draft a proposal which outlines the standards we would expect registrars to reach in order to achieve a 'gold standard'. The proposal should also address the above concerns. This proposal will have a separate consultation.

7. Enforcement

There was some concern over whether Nominet would have any jurisdiction to apply sanctions should a registrar be in breach of any of the terms.

Where the terms form part of a contract between the registrar and Nominet it is possible to suspend or terminate the contract under normal contract provisions. The issue therefore becomes what constitutes a logical and reasonable sanction and who should impose it, rather than whether action can be taken.

7.1 Proposals

7.1.1 Financial penalties

Three of the six respondents to the question regarding sanctions indicated their support for the introduction of financial penalties. However we were reminded that we are not a regulatory body and that the registrar should be given every opportunity to rectify a problem before sanctions were imposed. In addition it was felt to be very important that, if we did impose sanctions, there was an independent appeal process in place for any decision to be appealed. Alternative suggestions were to suspend the tag or review whether the particular registrar should be allowed to continue with registrar status.

7.1.2 Name and Shame

Respondents were not in favour of a name and shame sanction.

7.1.3 Modified DRS

There were objections to this proposal from some of the respondents who expressed reservations about our present Dispute Resolution Service. In addition registrars may already be obliged to adhere to alternative dispute resolutions, for example under the Communications Act 2003.

Therefore we recommend that where a registrar is already bound by other ADR procedures or codes of practice that those requirements are not duplicated in any requirements we make.

7.2 Recommendations

In 2003 we ran a project to ensure that all registrars were making registrants aware of our terms and conditions. If the registrar could not already demonstrate that they were meeting the requirement to incorporate the terms and conditions into their customer's contract with us, we worked with the registrar to explain the requirement and provided support, where required, to ensure compliance. Registrars were given several weeks to comply and various notices regarding the need to meet the requirements. In a handful of cases the registrars refused to comply with the requirement and in these cases the registrar's access to our systems was suspended (the "tag" was suspended). If the registrar did nothing further the agreement was ultimately terminated. Of the several thousand registrars who were contacted, it was only necessary to eventually terminate a couple of registrar agreements.

The final sanction applied in this project was severe but we feel it was appropriate given the efforts made to work with the registrar prior to action being taken. We recommend a similar approach to the enforcement of the new Registrar Agreement.

In addition, and borrowing a suggestion made in response to the proposal to introduce financial penalties, we recommend the introduction of an appeals mechanism. In the event that either party is dissatisfied with the decision taken, an appeal could be made. Possible parties who could consider the appeal include:

- The Chief Executive
- The Board
- The Policy Advisory Board

We are seeking the PAB's views on both the in-house enforcement proposal and the appeals mechanism.

We recommend that enforcement of the Registrar Contract is two fold:

- When a registrar first joins Nominet we will work with them to ensure they fully understand and meet the requirements of the Registrar Contract and the Good Practice Terms. The new registrar will also be asked to complete any training/tests required.
- In respect of existing registrars we will respond to complaints received.

Appendix A: Standard Terms and Conditions: Registrars

Introduction

This introduction does not form part of the contract, but is designed to help users.

These terms are the successors to the tagholder agreement and reflect the changing role of registrars (including name).

There are various parts to this contract.

- *These terms, and the **definition and interpretation terms** set out the central legal obligations.*
- *The **good practice terms** will be of particular use to your customer service and marketing teams as they set out some rules on how .uk domains should be sold (and not mis-sold).*
- *The **payment and credit terms** will be of particular use to your accounts staff.*

*The **system instructions** and **acceptable use policy** are not part of the contract, but set policies that you must comply with. They will be of particular interest to your technical staff as they set limits on the use of the system and give instructions on how to use it.*

1. Interpretation

1.1. In this **contract** words written in **bold** and some other words such as “us”, “we” and “you” have special meanings; most of these are set out in the “**definition and interpretation terms**”, which are standard terms that we use in several of our contracts and which are available on our web site.

1.2. The other terms which have special meanings are given below:

contract (i) these terms (ii) the **definition and interpretation terms** (see clause 1.1) (iii) **the payment and credit terms** and (iv) the **good practice terms**;

good practice terms are the terms which bring in the requirements and obligations helpful to the process of raising industry standards which are available from our web site;

system instructions our instructions for **registrars** on the proper use of our **systems**, the way they work, the type, format, quality, layout and structure of data that they accept or should have and related things such as the use of any issued identifiers (for example, tags) and access controls, which we publish on **our** web site from time to time;

systems **our** automated registry systems for **registrars**, such as ‘the automaton’ (but not including any service or system for which we require users to enter into a separate contract);

transaction any communication between you and us (or the **registrant** and us) entered into with the intention of (i) providing information to us (ii) obtaining some sort of response from us or (iii) to enter into a contract (either for you or your **registrant**) with us;

registrant the person who is recorded on the **register** as being the one that the registration is ‘for’, and for these purposes also means applicants who have not yet entered into a contract with us but want to do so.

your registrant means the **registrant** that you are an agent for (which can be you).

2. Recognition and promises as to authority to act

- 2.1. On the terms of this **contract**, we recognise you as being a **registrar** and therefore able to act as an agent for your **registrants** (which can include you). This **contract** contains some limits on what you can do for your **registrant**.
- 2.2. When acting for yourself the extra provisions of Schedule 1 apply.
- 2.3. We may require your **registrant** to **transact** with us only via you, or to attempt to deal with you first, or to receive notices via you. Despite that, we remain allowed to deal directly with your **registrant** and we may set out situations where you have no power to act for your **registrant** or only a little power to do so.
- 2.4. In relation to your **registrant** we will recognise you as having authority to act for that **registrant** if:
 - 2.4.1. (for an existing registration) the **register** records you as being the appointed **registrar**;
 - 2.4.2. the **transaction** you are requesting is one which **registrars** are able to request for their **registrants** (see clause 2.3);and we have not been told by you or the **registrant** that you cannot act for them.
- 2.5. In relation to clause 2.4.1 note that if you have more than one identifier with our **systems** (for example, more than one 'tag'), our **system instructions** may require that you use a specific identifier for a specific task (for example, if domain name 'a' is linked to tag 'X' you may be required to use tag 'X' to make any alterations, even if you also have tag 'Y').
- 2.6. We may allow some **registrars** who enter into further contracts with us or who provide other undertakings or security to act in a greater range of **transactions** than is permitted to **registrars** generally, but if we do this, we will do so on a neutral and open basis, so that any **registrar** who meets the criteria and enters into the extra obligations can have these benefits.
- 2.7. You promise us that in respect of every **transaction** request you make:
 - 2.7.1. you have the authority of the **registrant** to make that request and (if applicable) authority from the registrant to commit them to the contract or obligations connected with that request;
 - 2.7.2. the request for the **transaction** is not prohibited by clause 3.2; and
 - 2.7.3. you have complied with the **good practice terms** in relation to the transaction.
- 2.8. If you break any of the promises in clause 2.7 and we or **our** staff or directors later suffer loss caused in whole or in part upon **our** reliance on those promises, you will pay us back for those losses, including any damage to **our** reputation, and the reasonable costs of any investigation, litigation or settlement.

3. Submitting transactions

- 3.1. You must comply with the **system instructions** and **acceptable use policy** in force at any particular time (they will change over time as our systems develop and you must comply with the most recent one).
- 3.2. You should not request a **transaction** if you know, or have reason to believe that one of more of these things are the case:
 - 3.2.1. some or all of the information provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;
 - 3.2.2. some or all of the **registrant** identity information does not meet the requirements of the **system instructions**;
 - 3.2.3. the **registrant** you identify to us in the **transaction** has not instructed or requested you to act on its behalf or does not exist;
 - 3.2.4. the **system instructions** prohibit making that **transaction** on behalf of the **registrant**;

- 3.2.5. you no longer have authority to **transact** with us on behalf of the **registrant**; or
 - 3.2.6. the service requested is one for which we require **registrants** to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have received positive confirmation that they are aware of, and accept in full, the current terms and conditions we offer for that service or **transaction** at the date of the request for it
- 3.3. Unless clauses 2.3 (limits on your authority) or 3.2 (**transactions** you must not request) apply or the **system instructions** requires otherwise: you must request the relevant **transaction** (as set out in the **system instructions**) promptly if:
- 3.3.1. the **good practice terms** require it;
 - 3.3.2. you are informed by or on behalf of your **registrant** of a change in their name or contact information, whether or not they request you to update the **register**; or
 - 3.3.3. you are aware that there is duplicate information on the **register** in relation to your **registrant** that can be amalgamated or improved.

4. Recording information and data protection

- 4.1. You will not do anything which could put us in breach of the laws on data protection and the protection of personal information, or allow us to be put in this position because of your inaction.
- 4.2. We will hold records of your identity, and any **contacts** relevant to the service being provided. You will ensure that every **contact** consents to us holding the information and using it as needed (or helpful) in carrying out this **contract**. It is your duty to keep us **notified** of your **contacts** and your current name and contact details at all times.
- 4.3. If you are issued with or have an identifier (e.g. a password, tag, encryption keys) for use with us or **our** systems you must keep it secret and safe because we shall be allowed to assume that any action done or requested using that identifier or a product of it was done or requested by you or by someone authorised to act for you and we shall have, and be entitled to enforce, procedures as part of the **system instructions** for dealing with lost, revoked or compromised identifiers.

5. 'Resellers' and dealing with your registrant indirectly

- 5.1. You are not prohibited from dealing with **your registrant** indirectly (for example, through 'resellers') but:
 - 5.1.1. **you** may not transfer, subcontract or delegate any of **your** rights or obligations under this **contract**;
 - 5.1.2. as between you and us, you are responsible for your **registrant** and the information, service, marketing and advice they are given, whether or not you actually deal with them directly (in other words, 'the buck stops with you') ; and
 - 5.1.3. **we** are not required to deal with, or give any special status to, any of **your** resellers.
- 5.2. It is your responsibility to ensure that information given to your resellers which is relevant to the **register** entry filters back to you and that the **register** is updated accordingly. Any obligation in this **contract** stated to happen when you become aware of a change in your **registrant's** information or situation applies to a situation where your reseller has become aware of this information.
- 5.3. On request you will confirm to us whether a person or organisation is your reseller and provide us with full contact details for them.

6. Payment

- 6.1. Our fees (if any) relevant to this contract will be fair and reasonable and will be listed in our fees schedule from time to time. Such fees will be set, updated and changed in line with our fees policy and Articles of Association. Any fees due will be chargeable at the time of the transaction.

- 6.2. We do charge for some of the services we provide to **registrants** and **registrars** (e.g. the registration of a domain name). We will charge for the provision of these services in line with **our fees policy**. The current fees are stated on **our fees schedule** on **our web site**.
- 6.3. We will specify from time to time cases in which you undertake to pay fees on behalf of itself or your **registrants** and these fees will be payable by you (out of your credit account, if applicable).
- 6.4. **The credit and payment terms** are incorporated in this **contract** as if set out in full (they are available on **our web site**).

7. Acceptable Use and Enforcement

- 7.1. We may require you to confirm to us (and provide reasonable evidence) how, and whether, you comply with the requirements of this **contract** (including the **good practice terms**) and the requirements of our use policies (including the **system instructions** and **acceptable use policy**) within a reasonable timescale set by us.
- 7.2. We aim to provide **our services** in a neutral and impartial way, and we have obligations to protect the information on the **register**. Accordingly we will have, and update from time to time, an **acceptable use policy** which may include rules on restricting your access to our **systems** if you do not comply with it. The **acceptable use policy** will be written and enforced in line with our acceptable use principles, which are available on our website.
- 7.3. The **acceptable use policy** may require that you declare in advance of any investigation any connections you have with another **registrar** or party that has a contract with us.

8. Starting and ending the contract

- 8.1. This **contract** begins on the date that we **notify** you that we have accepted your application and continues indefinitely unless terminated, or suspended, in accordance with the **contract**.
- 8.2. Either party may terminate this **contract** by **notifying** the other party not less than one month in advance.
- 8.3. If you do not comply with this contract we may put it into a **special status**. In doing so, and in deciding which form of **special status** to put the contract into, we will act reasonably and consider (in addition to any relevant fact):
 - 8.3.1. the reason for taking the action and whether the **special status** is relevant to it;
 - 8.3.2. steps you have taken to resolve the problem and stop it happening again;
 - 8.3.3. your past conduct;
 - 8.3.4. the urgency of the problem; and
 - 8.3.5. the acceptable use principles.
- 8.4. (Without altering clause 8.3), either party may terminate or suspend this **contract** by **notifying** the other if the other:
 - 8.4.1. breaks (in a non-trivial way) any term of the **contract** and (if it is possible to put right) does not put it right within 14 days after the other **notifying** them that they should do so and explain in writing the steps taken to fix the problem;
 - 8.4.2. has been **notified** of three or more breaches before under 8.4.1 (whether or not they were put right) and is then **notified** of a further non-trivial breaking of the terms (whether or not it can be put right); or
 - 8.4.3. stops (or threatens to stop) trading, or dies or enters any process (such as administration or liquidation) which may lead to that party not existing any more (except for the purpose of a genuine scheme of solvent amalgamation or reconstruction) or being bankrupt or insolvent.
- 8.5. If a party dies (for individuals) or otherwise stops existing (for businesses, companies and so on) the duty to **notify** under clause 8.4.3 is waived.

8.6. Any termination, suspension or ending of the contract will not affect

- 8.6.1. any rights of action that either party has built up,
- 8.6.2. the coming into force or continuation in force of any provision of this **contract** which is expressly, or by implication, intended to come into or continue in force on or after the contract ends; or
- 8.6.3. the application to or validity of any wording or term which is used both in this contract and another one (for example, the **definition and interpretation terms** are used in several of our contracts and will not be invalid just because this one ends).

9. Exclusions of Liability

- 9.1. Nothing in this **contract** shall be taken to attempt to exclude liability for death or personal injury caused by negligence or for fraudulent misrepresentation.
- 9.2. Subject to clause 9.1;
 - 9.2.1. all representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of **our systems** and the data in them are excluded to the maximum extent permissible by law; and
 - 9.2.2. we will not have any liability whatsoever to you or any **end user** to whom you relay results as a result of any failure or inaccuracy, delay or error in the operation of **our systems** or the information from them.
- 9.3. Subject to clause 9.1, we will not be liable (on any legal basis, including the principles of law called 'tort') for any loss to you arising out of this **contract** or your use of our **systems** which could be described as;
 - 9.3.1. loss of revenue;
 - 9.3.2. loss of profits;
 - 9.3.3. loss of goodwill;
 - 9.3.4. loss of data;
 - 9.3.5. indirect losses; or
 - 9.3.6. consequential loss suffered by you.

10. Intellectual Property and Relationship of the Parties

- 10.1. Nothing in this **contract**, or the actions we or you take because of it creates any sort of partnership, joint venture or other association between us. Neither party shall have any authority to bind the other in any way.
- 10.2. The **register** and **whois** are ours and we can change them at any time.
- 10.3. As a confirmatory assignment you assign to us any **intellectual property rights** you have in the **register**.
- 10.4. You must not use any of **our intellectual property rights** or information they protect without **our** written permission. We do provide various materials which may help you in marketing or explaining the .uk system, and information about those services is on our website.

11. General

- 11.1. If you or we cannot do what we must do under this contract for reasons totally out of our control (like wars, natural disasters or major accidents) then the person involved is excused from having to do anything that it is unable to do until the cause is fixed.
- 11.2. We may make reasonable changes to the terms of the **contract** from time to time by following our current published Policy Development Process and after consultation with **our**

members. We will **notify** you of any such changes at least 30 days before they are due to take effect.

- 11.3. This **contract** is the entire contract between you and us in relation to the topics that it covers and replaces all earlier agreements, arrangements and understandings between you and us. However, nothing in this **contract** changes or ends any contract in relation to the **WHOIS 2, PRSS, DAC** or other service provided by us to you.
- 11.4. Nothing in this **contract** is intended to grant rights to anyone other than you and us whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.5. The contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts, save in matters of enforcement of the judgement of an English Court, where the parties submit to the non-exclusive judgement of the English Court.
- 11.6. If any clause of this **contract** is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be treated as if it did not exist.

Schedule 1 – Acting for yourself

1. When acting for yourself you are subject to both the contract for the service involved and this **contract**. Where there is a conflict between the provisions, the contract for the specific service will apply.
2. You agree that if we have reason to believe that you have broken our **acceptable use policy** and through this gained some advantage in making a registration, we may suspend or cancel that registration.

Appendix B: Good Practice Terms

Introduction

The Good Practice Terms are the terms first introduced in response to calls from registrars to create a code of conduct for *.uk*. These terms strengthen the registrar contract (which they are part of) to benefit end users and generally raise standards. They cover good practice regarding the provision of pricing and service information, data accuracy, technical and business competence, and the publication of information about charges and service levels.

The Communications Act 2003

The Communications Act 2003 requires every provider of a public electronic communications network or service to comply with Ofcom general conditions, which include an obligation to provide domestic and small business customers with a code of practice approved by Ofcom (where a small business is one with 10 or less employees/volunteers). Many of our registrars are therefore already required to publish a code of practice and a complaints procedure.

The provision of an Ofcom approved code of practice will meet your obligations, where they overlap with the Good Practice Terms.

Different registrar models

We recognise that *.uk* registrars operate a broad range of business models. Some of these terms are only relevant if you offer services to third parties. So, if you only register domain names in your own name, the name of your business or company or in the name of a subsidiary, not all the requirements of the Good Practice Terms will apply.

The Good Practice Terms

1. What can your customers expect?

The Internet industry is highly competitive, offering a wide choice to registrants. The current arrangements allow registrars to decide how best to structure their relationship with their customers and this has led to a dynamic and competitive market for Internet services. These Good Practice Terms do not seek to limit this.

However, it is essential that your customers are well informed and understand the service that they are buying.

Therefore you must:

- Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
- Give details of the domain name related services you provide, which are relevant to this customer, information on how to invoke the service, any charges payable and how long you take to carry out the service.
- Make your customers aware of changes to your charges.
- Detail the method, availability and cost of customer service provided.

and remember that other parts of the contract say you must:

- act quickly after getting a request from your registrant to take some action for them; and
- update their details soon after you know that the current ones are out of date or wrong.

2. Registrant data

The contract has several requirements about giving us correct information about your registrant. In practice this means:

You must not knowingly provide poor quality registrant data. We recognise that many registrars provide online registration systems. So, you won't need to check all the data provided manually. But, if you find out that a registrant has provided poor quality data you should attempt to correct the data. Or if you know that a particular registrant usually gives poor quality data, you should take it up with your customer to stop this happening.

We currently allow consumers to opt-out of providing their postal address on the WHOIS. The system instructions give some rules about this. You should take reasonable steps to ensure the opt-out is used correctly and not set this field to default to "opt-out" unless you can show that all your registrants are consumers.

A small number of registrars routinely register domain names in their own name without the knowledge or permission of their customer. This breaks the terms of the contract, because it can cause major problems for the intended registrant. If you receive a request to register a .uk domain name for a customer you must register the domain name in your customer's name. You may only register the domain name in your or your organisation's name with the explicit consent of your customer. We might ask you to prove it, so you will probably want the customer's consent in writing to help if there is a query.

3. Explaining the registration contract

It is important that registrants understand that registering a .uk domain name involves making a contract with Nominet. We may need to rely on this contract later, for example if we cancel a domain name for non-payment of renewal fees. For this reason registrars are required to make registrants aware of the *Terms of Domain Name Registration*. Remember that you provide a contractual promise to us confirming that you have made your customer aware of the contract.

There have been problems in the past when people have claimed to be us or have links to us in order to sell domain names in a way we think was dishonest. Therefore you must not do, or allow someone else to do for you, anything which might reasonably mislead the public or your registrants about your relationship with us.

Remember that the contract makes the actions of your resellers your responsibility as between you and us (see 5) so if we find out that your resellers are doing anything of this type, it becomes your responsibility to stop them or to stop them being one of your resellers.

4. Training and support

We appreciate that registrars need different levels of support when they first begin offering .uk domain names and at other times, for example when key staff leave.

To help registrars get up to speed as quickly as possible the following services are available:

- A test registration facility
- Online information and courses covering the business processes relevant to .uk

A new registrar will be asked to complete a series of courses to demonstrate a basic understanding of the .uk registration and maintenance process. Existing registrars may also be asked or wish to complete these courses.

5. Your resellers

If you operate a reseller programme you need to be aware that, as between you and us, we consider you to be responsible for the actions of your resellers., In other words the actions of your resellers are your responsibility. If your reseller breaches the registrar contract then we would take steps as if you have breached the contract.

6. Handling complaints

As a registrar we ask you to provide, and publish details of a complaints procedure that your customers can use if they are dissatisfied with your service.

7. How we enforce this

These Good Practice Terms are part of the contract. Clause [7.1] of the contract requires you to prove how you meet your obligations under the contract when we ask you to. It requires you to provide evidence of how you do this and prove this within timelimits we set.

If you do not do this the contract allows us to put the contract into special status. The practical effect of that is that we may stop you acting as a registrar for a while or forever, or may limit your access to our systems. The contract requires us to act reasonably and to think about various things when we are deciding what to do, such as your history, what the problem is, and what would be a sensible response.

Our approach will be to work with you to help you understand what you need to do.

8. Scope

At the time of issue of this document the only service Nominet provides is domain name services for .uk. If we offer other types of registration in the future then the same obligations will apply.