

Reference in Nominet UK's Current Tag Holders Agreement	Proposed Monitoring	Method of Enforcement
<p>2.1.1 Before submitting an Application to the Automaton, the Tag Holder will draw to the attention of each Applicant the then current NOMINET UK terms and conditions for the registration of domain names . . .</p>	<p>Checks to be made on Tag Holders websites to ensure that a direct link to Nominet UK's Terms and Conditions is made available to registrants.</p>	<ol style="list-style-type: none"> 1. Friendly enquiry requesting details of how Nominet's T&Cs are made known to registrant (condition of THA) 2. Formal letter pointing out that TH is in breach of THA and setting time limit to rectify the breach. 3. Suspension of Tag (no new names or no access to automaton until rectified) 4. If no cooperation after agreed time, termination of THA
<p>2.1.2 Each Applicant has given the Tag Holder all necessary authority to enter the Applicant into a contract with NOMINET UK on the then current Nominet UK terms and conditions for the registration of domain names ...</p>		
<p>2.5 If the Tag Holder agrees to act as sub agent for a third party (including without limitation a reseller of domain names) who is acting for the Applicant, the Tag Holder will require that third party to include provisions in the third party's agreement with the Applicant which are at least as onerous as clause 2 of these terms and conditions.</p>	<p>Those Tag Holders who provide reseller facilities as a prominent part of their services, are pretty much known to Nominet and their reseller T&Cs are usually available on-line and can be checked.</p>	<ol style="list-style-type: none"> 1. Friendly enquiry requesting details of how resellers are made aware of the requirement to comply with these clauses (e.g. URL or paper copy of reseller terms) 2. Formal letter pointing out that TH is in breach of THA and setting time limit to rectify the breach 3. Suspension of Tag (no new names or no access to automaton until rectified) 4. If no cooperation after agreed time, termination of THA

<p>5.3 If the Tag Holder exceeds any credit limit in force from time to time, NOMINET UK may suspend use of the Tag for the registration of new domain names or any other chargeable Transactions. Such suspension will remain in force while the amount outstanding on the credit account remains equal to or exceeds the credit limit.</p>	<p>New technology, recently introduced is assisting with the more effective policing of Tag holder's credit limits and outstanding debt however, the final decision on whether to suspend a Tag is still a manual process. Full automation is required for truly effective enforcement.</p>	<p>Sanctions could be imposed on long overdue invoices or where insufficient cooperation is received on reconciliation of accounts. Responsibility for reconciliation (which names are to be de-tagged and which are being paid for) being shifted to the TH. After a given time frame, tag suspended (no new names or no access to Automaton?) until account resolved. If, after further time limit, matters remain unresolved, termination of THA. This would require a method of giving a period of notice to registrants to find new TH.</p>
<p>5.6 NOMINET UK will invoice the Tag holder monthly, and the Tag Holder will pay the sums due under the invoice in a single payment within 30 days after the invoice date. If invoices remain unpaid beyond this period, NOMINET UK, may (without restricting its other rights and remedies) suspend use of the Tag for the registration of new domain names or for any other chargeable Transactions. Non-chargeable Transactions will still be permitted.</p>	<p>New technology, being introduced is assisting credit control. Some improvements have already come on line. Payments do not always match invoices issued and some TH's do not provide information on which names are being paid for. Reconciliation of monthly accounts is often hampered by a lack of response or cooperation causing delays in credit collection and exacerbating the debts of liquidated tags.</p>	
<p>5.7 Where invoiced amounts are outstanding for more than 60 days from the date of invoice, without restricting NOMINET UK's without restricting its other rights and remedies, NOMINET UK may charge interest on a daily basis (compounded annually) on that part of the invoiced amount remaining unpaid at the rate of 4% above the HSBC Bank Plc base rate until payment in full is received.</p>		

Reference in Nominet	Method of	Steps to Ensure Co-operation
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UK's Current Tag Holders Agreement	checking	
<p>1.6 The Tag Holder will not knowingly process applications in respect of non-existent Applicants or where the named Applicant has not requested the domain name to be registered to it.</p>	<p>Act only as a when a problem is brought to Nominet UK's attention.</p>	<p>Provided evidence is received, and depending on severity or number of cases issues a strongly worded letter of warning pointing out breach. If TH persists, termination of THA.</p>
<p>1.7 The Tag Holder will amend details on the Register Database promptly on receiving a request to do so from the Registrant.</p>	<p>Situation in respect of individual TH's could be monitored where examples brought to Nominet's attention and acted upon if more than a one-off incident.</p>	<p>Warning letters could be sent to remind the TH of the requirement. If persistently offending, threaten termination of THA. Current wording of clause may not be specific enough to carry out threat except in the most severe cases. Given the principle justification for the Member/Tag holder discount on registration fees is the admin taken on by the Member/Tag holder, persistent offenders could see their discounted registration/renewal rate withdrawn.</p>
<p>1.8 If the Registrant wishes to use an alternative Tag Holder, and requests the Tag Holder to change the Tag associated with a domain name, the Tag Holder must not delay such a change unless permitted to do so by explicit contractual terms between the Tag Holder and the Registrant.</p>	<p>Data may be kept on requests received to the Customer Support Department and those ISP's not complying with Tag change requests without a legitimate reason.</p>	<p>Warning letters could be sent to remind the TH of the requirement. If persistently offending, threaten termination of THA. Current wording of clause may not be specific enough to carry out the threat except in the most severe cases.</p>
<p>2.3 Where NOMINET UK sends a registration certificate to the Tag Holder, the Tag Holder will forward the registration certificate and attached reply form to the Applicant without delay.</p>	<p>Anecdotal evidence (from end users) could be monitored.</p>	<p>Friendly letter requesting confirmation that certificates are issued to registrants, in accordance with THA. If no response or negative answer received, formal letter pointing out breach and seeking confirmation of compliance within set time. If still not resolved, suspension of Tag followed by termination of THA. This should be addressed for future registrations through the use of the new</p>

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