

# Applicable Law

## *Proposal to the PAB for change*

### 1. Introduction

Currently the Nominet Terms and Conditions require registrants to accept English Law and the jurisdiction of the English courts, with the exception that consumers elsewhere in the UK may choose their local courts:

39. This contract is made under the law of England and any court proceedings must be in the English courts. If you are a **consumer** in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.

Recently there were complaints on nom-steer that this is onerous on Scottish businesses. Because the two systems of law are different, when a dispute relating to a domain name has to be taken to an English court, the business cannot use its normal legal advisors or internal legal staff, but instead has to hire separate solicitors who understand English law and are competent to practice in the English courts. This applies even when the registrant is the one being sued.

Unlike these registrants, Nominet already has to be able to deal with all the varieties of law in the UK, because consumer law requires that consumers be allowed to choose the law of their own region. Therefore it is unlikely that giving other registrants a choice of law would be particularly onerous on Nominet while, at the same time, it would confer benefits on registrants.

Therefore I propose that Nominet look to changing their rules on applicable law to be more friendly to registrants.

### 2. Proposal

The PAB requests that the Executive examine the possibility, and if they consider it reasonably practical take action, to change the registrant terms and conditions to allow all registrants the choice of law that is currently available to consumers.