

Raising Industry Standards Consultation

1. Yes. With the internet stretching further than it ever has done, speeds reaching levels un-thought of mere years ago, and over 3,800 registrars for .uk domain names; standards need to be brought in line with other industries.
2. The existing contractual framework between Nominet and registrars are the key to developing and maintaining industry standards. “Added value” marks are all well and good, provided they don’t come with a monetary cost that will price smaller and less profitable companies out of the market leaving customers with only large companies to choose from. This being said, if a process of achieving certification is implemented that avoids creating this kind of two-tier system (i.e. minimal cost), then it’s an option worth considering. The best way, however, is to allow customers to ‘vote with their feet’ to develop standards.
3. Again, this has cost implications. There’s very little point offering this kind of service if only enormous companies have the finance to take part. This being said, providing clearer information with regards to processes through user guides and FAQ’s will never be a bad thing. A commitment in the contract to promote technical competence in the Nominet contract sounds good in theory, but depends on the substance of the clause.
4. Support to registrars to develop business processes should be kept very generic. Nominet is in a very powerful position over registrars, and should not allow itself to be accused of ‘favouritism’. Again, documents and FAQ’s relating to business processes that are available to all would only be a good thing, but it’s not Nominet’s responsibility to develop other companies’ business processes in the way the question implies.
5. This is a tough question. Enforcing companies’ compliance to the contractual terms would be a strong way of ensuring ‘consistent and high quality service’ to the end users – perhaps introducing stronger terms that disallow registrars to register domain names not in the name of the registrant.
6. Plain English versions of contracts are always well received by all!
7. We appreciate Nominet’s understanding that the Registrar should own the relationship with the registrant. It’s important to let all registrars know that support from Nominet is available; and to ensure that customers know of the existence of Nominet – and precisely what Nominet can do for the customer and all of the terms and conditions. Perhaps a ‘plain English’ version could be constructed for Registrars to publish?. We do believe, and find it important to state, however, that Nominet appears to ‘come out in favour’ of the end user without consulting the Registrar. This can make day to day operations quite difficult in some instances. If Nominet wants to be a regulator, it needs to take steps to call itself a regulator.
8. This is a good idea in principle and will go a long way to raise industry standards. A crystal clear explanation of how ‘comprehensive support’ is measured would be critical to get registrars buy-in to the idea however.
9. No. If Nominet is to maintain (as per the consultation document) that it is a ‘common misconception’ that they do not regulate registrar activity, then it would be inappropriate to include dispute resolution conditions in the contract. We’re not adverse to the contract insisting that a dispute resolution process should exist, however it is for the registrar to implement this. Any business worth anything should already have a dispute resolution service in place. We also have doubts when it comes to Nominet’s existing dispute resolution service given what happened with the itunes.co.uk domain. I think it’s already quite clear how this ‘independent’ decision was received by the wider industry and no elaboration is required. Nominet needs to think this process through, as the decision that was taken was somewhat baffling. It eroded a lot of confidence with people and this is something that needs to be repaired.
10. It is not Nominet’s place to set performance criteria. They should agree a best practice with registrars; but it’s not appropriate for Nominet to enforce them. Nominet is not a regulatory body.
11. Yes. However should Nominet see any breaches then they should allow the registrar to deal with it before getting involved. It wouldn’t be fair to immediately impose sanctions on the registrar; an opportunity must be allowed to ‘remedy’ any breaches of contract or code of conduct that occur. The process should be robust enough, however, to notice companies that create ‘sub-companies’ to retail their main services in the name of avoiding sanctions and contractual commitments.
12. Our feeling with this is ‘the more the merrier’ – it’s important to network across the industry to achieve the goal of raising standards. This being said, a sensible ‘cross section’ of the industry should be

approached. It's no good to involve high managers of enormous companies (such as BT) and not approach smaller companies. Everyone has their own agenda in relation to the size of business they operate. Given the way Nominet allocates votes to members, it may be an idea to establish forums whereby like-sized companies can hold sensible, frank and constructive discussions on what's going on in the industry. This would help eliminate a feeling that the more money a registrar pours in to Nominet, the more power they have over Nominet policy. This is about developing the industry and the best way of doing that is by encouraging and supporting discussion between companies.

13. Data accuracy is essential and should be a contractual commitment. It's not always possible to keep records up to date, however. Sanctions should not, therefore, be imposed on 'the odd' contact detail slipping through the net. If companies routinely don't 'bother' to live up to the idea and have no interest in maintaining contact details, only then should sanctions be imposed.
14. It all depends on the information being published. Perhaps grading information – stuff with a 'three-line-whip', for example, must be published to avoid penalty charges. As Nominet is concerned their registrars misrepresent the relationship that exists, maybe Nominet should write it and insist it's published on companies website / contracts with registrants (or both). This would eliminate this concern. In terms of publishing pricing for any and all services, we agree this must be published (obviously with a rider stating that, depending on a number of factors, pricing may be higher than published). Timescales are more tricky. When it comes to customer service level agreements, we agree this should be published; however there are some services where it wouldn't be possible to publish accurate timescales as the time it takes to carry out particular tasks can vary depending on the relative size of the task – and the speed Nominet responds to queries raised by the registrar. In terms of enforcing, penalty fines should be imposed on companies that misrepresent their relationship with Nominet after they have been asked to alter wording (assuming Nominet doesn't write this themselves). Penalty fines should be regulated closely and not be imposed on the registrants say so.
15. Businesses should publish service level agreements as it's good form and best practice to do so, however given Nominet is not an industry regulator, we wonder if it is appropriate for them to insist registrars offer one. I also take the opportunity to refer Nominet to the latest registrant satisfaction survey results and suggest, given that 46.3% of problems referred to Nominet were 'never resolved', Nominet works on its own SLA's rather than dictating to the industry!
16. Registrars should check the information registrants give thoroughly, and registrants should be told that it's important accurate information is given. This should be done prominently on the sign-up process. Registrars that continually flout the rules should be penalised. Having said this, Nominet could implement checks in the registration process that checks for common errors (invalid post codes, telephone numbers, etc.) and prevents the use of the WHOIS opt out by anyone other than an individual.
17. Absolutely – however Nominet needs to provide a much more detailed definition of 'misallocation' in order to reassure registrars that this is not a way of avoiding dispute resolution.
18. Yes, in all cases without exception.
19. This would be for an industry regulator to implement and manage. It would be unfair at this stage for Nominet to move the goalposts for people wanting to enter the market.
20. A mixture of pro-active and re-active monitoring should be implemented. Decisions should be made, after consulting the registrar, using Nominet's operations team in the first instance, with recourse through an independent mechanism if necessary. The independent mechanism's decision should be non-binding on the registrar. I say non-binding in direct reference to the itunes.co.uk domain name issue.
21. Appeals should be assessed using an independent mechanism where possible, whose decision is binding in this circumstance. Sanctions in terms of financial penalties are appropriate. It is completely inappropriate and unacceptable for Nominet to 'name and shame' companies unless an enormous level of customer complaints is received. This kind of action must only be taken after a comprehensive review with the registrar concerned to attempt to address issues. Nominet is not the Advertising Standards Agency (a government organisation) and is not an industry regulator.

We are grateful for the opportunity to address the points that have been raised in the Raising Industry Standards document. This being said, whilst some of these questions have been answered positively, we think that this document is testing the water to impose certain regulatory controls. Nominet is not a regulatory body as everyone agrees, and it is not appropriate for them to try and impose regulatory controls under the guise of

'improving industry standards'. If this is the route Nominet wishes to go, perhaps discussions should be held with regards to being absorbed into Ofcom, the telecommunications regulator.

BlueLeaf Internet Limited

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