

We are pleased to respond to the Nominet consultation on raising industry standards.

We are a small company and have been a member of Nominet for several years. We register .uk domain names for end users (both individuals and corporate) and for our own use.

There was no recommended form for responses and we note that those received to date have been varied. We decided that the best way was to answer each of the 21 questions in turn and we therefore present our answers to these questions below.

We have made various comments that undoubtedly fall outside the scope of this particular consultation. We understand that they will be discarded in the short term but have made them anyway on the basis that they may be useful to someone!

1. Do you support the proposal to improve standards associated with the .uk domain name space?

We support the general concept of improving standards but we don't necessarily support all of the proposals within the consultation document as a means of doing so. Furthermore, we are not convinced that this type of initiative should be run by Nominet.

We feel that many of the problems occurring with domain names are more through ignorance and/or inexperience which really is down to the need for better communication (both on the part of Nominet and its many registrars).

There is also the issue of expectations – the expectations of some registrants in terms of both their registrar and Nominet are unrealistic. Again, better communication would assist in correcting this. This not only applies to registrants, but also journalists, government, etc. Indeed, some Nominet members seem confused!

2. How could standards be improved? For example, could this best be done within the existing contract framework between Nominet and the registrars, or through some kind of “added value” mark – a form of certification or additional commitment – to allow different levels of service depending on the nature of the registrar's business?

We do not currently support the concept of an added value mark or “gold standard” or whatever.

We feel that Nominet has enough on its plate already. That aside, and forgive our scepticism, we believe that this sort of scheme will undoubtedly end up being pretty much useless anyway. We do not believe that such a scheme will yield genuine benefit for registrants.

There will always be differences in service levels and standards (and price) between registrars. Registrants have clear choices when they buy domain names – if they want a

premium personal service they should recognise the need to find a registrar that will deliver on this.

We feel that such a scheme would be a distraction for Nominet from their core activities and that the time and effort would be better spent on other things.

It could be that we would be warmer to this sort of scheme if there were something more concrete on the table. However, at present, our position is as above.

Nominet's commitment to registrars

3. Should we provide more support for developing the technical knowledge of registrars (for example training, e-learning packages, guides/manuals, better structured user interfaces)? If you are a registrar, what did you find most difficult in establishing your account?

We feel that the current levels of support and documentation is adequate. Yes it could be improved but we don't feel that this should be a priority. Nominet should support registrars on technical matters if/when they encounter problems, but should not have to spoon feed them.

If registrars don't have the technical and/or business skills to carry out operations as a registrar, they should either buy them in or go and do something else. Being a registrar is a relatively skilled task – it's not something that any old Tom, Dick or Harry should be doing.

We do however support the continued push towards establishing better online systems (web based control and EPP). Indeed, we believe more resource should be put into this so as to expedite the delivery.

4. Should we provide support to registrars to help develop business processes related to selling and maintaining .uk domain names?

No. Every business and business model is different – it should be down to each registrar to develop their own business processes and not for Nominet to spoon feed them.

5. How can we ensure consistent and high-quality service to registrants?

This is a good question. Despite our answers to questions 1 and 2 above, we do feel that there should be some means by which Nominet can penalise registrars who consistently fail to provide reasonable service to registrants on registry related matters.

We do not feel that this should cover things like "I've not had a reply to an email regarding an .htaccess problem", "the server is down" or "I can't get my email", but we do think that it should cover things like:

- Inappropriate registering of domains in the registrar's name.
- Refusing to deal with tag change requests on a timely basis.

We do, however, think that devising an appropriate scheme to handle this is quite a complex and lengthy task. Unfortunately we can't currently suggest any good options here.

Going back to the original question, we feel that Nominet should continue to provide quality telephone support and website information for registrants who need help for whatever reason. Even if Nominet's answer is "You need to speak to your registrar", this is still a vital function where registrant ignorance applies.

6. We are committed to improving clarity and transparency for all our communications. We believe that the existing registrar contract could be made clearer and easier to understand. Do you have specific comments on the current document?

No specific comments on the current document.

In general, however, we do support an improvement in clarity of communications – particularly those to registrants. Nominet should consider though that some registrants just "don't get" domain names and/or Nominet's role and no amount of clear communication, flowery wording or purple lettering will get the point across.

While not directly related, we do think that the confirmation of registration letters should be sent out on a more timely basis – perhaps within 5 working days of domain registration.

Nominet's commitment to registrants

7. How can we ensure the correct balance between back-up support provided by Nominet and the first-line support provided by the registrar?

Our knowledge of the rules suggests that there is a clear distinction between what the registrar does and what Nominet does. We don't really understand this question!

8. Should there be a discount from Nominet for those registrars that provide more comprehensive support for their customers?

No, definitely not. Different customers require different levels of support for different things. This is too tricky to judge, especially when considering the different types of registrant and the needs of each. It's down to the registrant to select a registrar that suits them and pay a price they are happy with.

We are very much against any form of tiered membership and hence any special privileges arising from it - whether it be domain discounts or a gold star.

While not strictly related, we believe that the introduction of charges for the new DAC in 2005 was the first step towards establishing some form of tiered memberships. We now have different members paying different amounts and getting different services – even though it is only £25 per annum we consider this to be inappropriate. If Nominet wants to provide a DAC, it should do so for all its members and this should be included within the membership fees already paid. Furthermore, given the subsequent restriction in WHOIS query limits (which was accompanied by “use the DAC instead”), the concept of charging for the DAC becomes even more repugnant.

9. Should the contract between Nominet and the registrar contain dispute resolution conditions to address registrar-registrant disputes?

We do not believe that it's Nominet's role to get involved in disputes on non registry related matters, which could be quite far ranging beyond the provision of a domain name (eg copyright of website design, service level agreements pertaining to web hosting, etc).

Having said that, our answer to this question may be different if we knew more about the sort of registrant issues that Nominet deal with on a day to day basis. Indeed, thinking about it, this caveat applies to a number of our answers in this document.

In general, we strongly disagree with Nominet getting involved in registrar/registant disputes that are separate from registry related matters (eg tag changes).

10. Should Nominet set performance criteria, for example with timescales for updates? If so, how should these be enforced?

Generally speaking, no. Again, it's down to the registrant to vote with their feet if they are unhappy about things. We do, however, accept that it will be difficult for Nominet to take appropriate action against serial offending registrars unless there is some form of benchmark or minimum standards that they should be achieving.

As previously stated, our only major issue here is when registrars poorly perform registry based functions – tardy tag changes being the key issue.

11. Should the contract between Nominet and the registrar apply to the actions of the registrar's resellers?

Yes. The registrar should be responsible for the actions of their resellers.

Nominet's commitment to Internet users and other stakeholders in the UK

12. Should Nominet work with other bodies in the Internet sector in the UK to ensure better coherence between different codes of practice?

No. In our view this is an example of Nominet being too “touchy feely” where it should be concentrating on other things.

13. The current registrant contract requires registrants to ensure that their details are accurate and kept up to date and that the WHOIS opt-out is used correctly. Should all three contracting parties – Nominet, the registrar and the registrant – have a responsibility to correct information that they are aware is incorrect (including inappropriate use of the WHOIS opt-out by trading entities)? And how could this be built into contracts between the three parties?

No. You should look at the wider issue here and allow opt out for all those who want to do so, whether individuals or companies, trading or not.

The Distance Selling Regulations cover the “identity” and contact details of traders on the internet and hence we do not believe that Nominet need to get too deeply involved in it.

In our view the current opt out system is farcical and much abused – the rules should be amended so that any domain can be opted out.

Nominet should only reveal opted out WHOIS details when legally obliged to (court orders, etc). We do not believe that the PRSS should not show opted out WHOIS details.

Regarding WHOIS details in general, see our answer to 16 below.

The Registrar’s commitment

14. Should Nominet require the registrar to publish information and if so what? How could this be enforced?

No. It’s down to each registrar to make available appropriate information in line with how they do business and in what market. As long as each registrar is complying with the law of the land, we can see no problems here.

15. Should registrars be required to publish service level agreements as part of their commitment to Nominet and to their customers? How could this be enforced?

In general, no.

16. How can we improve the quality of registrant details?

We believe that one of the reasons for incorrect WHOIS details is that the current transfer fee discourages timely corrections (note the fee, not the process). We believe that Nominet should remove the need to pay a fee for domain transfers. Keep the existing paper based system with identity verification etc, but remove the need to pay for it. Domain transfers are

a core activity of the registry and should be paid for out of the funds generated by each registration, not on a per-transfer basis. This will help to prevent the buying/selling of domain names that are done without transfer (often out of a desire to avoid fees rather than ignorance) and will also remove the current cost barrier to certain types of registrant corrections.

With respect to WHOIS details that are incorrect at registration, it's really down to the registrant to both provide and update their details. Save for emphasising the need for accurate data, it's difficult to see what more Nominet and/or its Registrars could do.

17. Should there be an explicit requirement for domain names only to be registered in the name of the registrant unless the registrant requests otherwise? Should there be an automatic right to correct misallocation?

We agree that registering customer domain names in the registrar's name without the registrant being aware of what's happening (or of the significance of it) is completely unacceptable. On that basis, it seems reasonable for you to require registrars to register domain names in the registrant's name unless required otherwise.

We can see some (rare) circumstances where it may be necessary to register a domain name in the registrar's name and then transfer it later – but assuming that the registrant is aware of this we see no problem. We do not agree with a requirement for this to be done up front and in writing however.

We think that one of the reasons why these issues go uncorrected, even after the registrant or the registrar realises the problem (and the consequences), is that the domain transfer fee makes corrections prohibitively expensive.

We again reiterate our opposition of the domain transfer fee imposed by Nominet. We enjoy the comfort and security that the paper based transfer system brings – but we do not enjoy the cost. In our view it is not about striking a balance between convenience/security, it is about taking away the fees and retaining the security. The cost of transfers should be covered by the registration fees as a whole.

18. Should registrars be required to publish clear information about the role of Nominet, including contractual requirements with Nominet?

Registrars should make registrants aware of their contractual requirements with Nominet, but not necessarily "publish" them. Regardless, "publish" is too vague a term to comment on – it needs to be put in the context of who the registrar is, who their customers are and how they do business with them (ie on/offline).

19. Should new registrars qualify against predefined objective criteria? If so, what?

No.

20. How should we monitor quality and compliance with standards and/or best practice? Should this be done reactively (i.e. in response to complaints)? Or through on-going assessments? And how should decisions be made (e.g. through Nominet's operations team, through an independent mechanism)?

In general we don't support this sort of thing, save for tag changes as previously mentioned.

21. What should we do if it goes wrong? Should we apply sanctions for failing to comply with the registrar agreement? And, if so, what? And how should we assess appeals?

If a registrar is in breach of their agreement, this surely calls their continued status as a registrar (ie Nominet member) into question.

Servitor Limited
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