

I think the four options presented are not an accurate presentation of the options that are available.

I think option (2) is slightly too restrictive, but option (3) throws the doors wide open to pretty much anything. (There are lots of uses of phrases like 'of any type', 'including but not limited to', 'to any whatsoever' etc in option (3) which mean it could mean anything)

The summary table is a bit misleading as well - it might represent the intention of the four options, but it doesn't represent it fully. For instance, option (2) does allow 'General Consultancy' - but only 'in the Company's areas of expertise'. Option (3) allows a much wider range of consultancy - including areas where the Company might end up needing to recruit people specifically to perform the consultancy as the expertise is not needed within Nominet.

Compare Option 2 - para 3.5:

"to act as consultants to and/or provide consultancy services to, any individual, partnership, body corporate or other organisation or government body **in the Company's areas of expertise** either without remuneration or on such terms as to remuneration as may be agreed;"

with Option 3 - para 3.10:

"to act as consultants to or provide consultancy services to, any individual, partnership, body corporate or other organisation or government body;"

Looking at the table, you would think that that line in the table means that options 2,3 & 4 are identical in that area, whereas they plainly are not.

So - I would like - option (2) PLUS para 3.4 of option (3)

Other parts of option (3) may be OK, but as soon as I see phrases like 'to any person whatsoever' I think it would be like opening pandora's box - phrases like this need to be more restricted before I'd be happy to see them in there. At the moment, most of the other paragraphs in option (3) seem far too wide ranging.

Nominet is effectively a monopoly, so, in my view, it has to be more restricted in its objectives than a normal corporation.

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