

Good Practice Terms for Registrar Agreement

Introduction

The Good Practice Terms are the terms first introduced in response to calls from Registrars to create a code of conduct for .uk. These terms strengthen the Registrar Agreement (which they are part of) to benefit end users and generally raise standards. They cover good practice regarding the provision of pricing and service information, data accuracy, technical and business competence, and the publication of information about charges and service levels.

The Communications Act 2003

The Communications Act 2003 requires every provider of a public electronic communications network or service to comply with Ofcom general conditions, which include an obligation to provide domestic and small business customers with a code of practice approved by Ofcom (where a small business is one with 10 or less employees/volunteers). Many of our registrars are therefore already required to publish a code of practice and a complaints procedure.

The provision of an Ofcom approved code of practice will meet your obligations, where they overlap with the Good Practice Terms.

Different Registrar models

We recognise that .uk registrars operate a broad range of business models. Some of these terms are only relevant if you offer services to third parties. So, if you only register domain names in your own name, the name of your business or company or in the name of a subsidiary, not all the requirements of the Good Practice Terms will apply.

The Good Practice Terms

1. What can your customers expect?

The Internet industry is highly competitive, offering a wide choice to Registrants. The current arrangements allow Registrars to decide how best to structure their relationship with their customers and this has led to a dynamic and competitive market for Internet services. These Good Practice Terms do not seek to limit this.

However, it is essential that your customers (that is, Your Registrants) are well informed and understand the service that they are buying.

Therefore you must (in advance):

- Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
- Give details of the domain name related services you provide, which are relevant to this customer, information on how to invoke the service, any charges payable and how long you take to carry out the service.
- Make your customers aware of changes to your charges.
- Detail the method, availability and cost of customer service provided.

and remember that other parts of the Contract say you must:

- act quickly after getting a request from your registrant to take some action for them; and
- update their details soon after you know that the current ones are out of date or wrong.

2. Registrant data

The Contract has several requirements about giving us correct information about your Registrant. In practice this means:

- You must not knowingly provide poor quality Registrant data. We recognise that many Registrars provide online registration systems. So, you won't need to check all the data provided manually. But, if you find out that a Registrant has provided poor quality data you should attempt to correct the data. Or if you know that a particular Registrant usually gives poor quality data, you should take it up with your customer to stop this happening.
- We currently allow consumers to opt-out of providing their postal address on the WHOIS. The system instructions give some rules about this. You should take reasonable steps to ensure the opt-out is used correctly and not set this field to default to "opt-out" unless you can show that all your Registrants are consumers.
- A small number of Registrars routinely register domain names in their own name without the knowledge or permission of their customer. This breaks the terms of the contract, because it can cause major problems for the intended Registrant. If you receive a request to register a .uk domain name for a customer you must register the domain name in your customer's name. You may only register the domain name in your or your organisation's name with the explicit prior consent of your customer. We might ask you to prove it, so you will probably want the customer's consent in writing to help if there is a query.

3. Explaining the registration contract

It is important that registrants understand that registering a .uk domain name involves making a contract with Nominet. We may need to rely on this contract later, for example if we cancel a domain name for non-payment of renewal fees. For this reason registrars are required to make registrants aware of the current version of our *Terms of Domain Name Registration* before the Contract is made and at renewal. Remember that you provide a contractual promise to us confirming that you have made your customer aware of the Contract.

There have been problems in the past when people have claimed to be us or have links to us in order to sell domain names in a way we think was dishonest. Therefore you must not do, or allow someone else to do for you, anything which might reasonably mislead the public or Your Registrants about your relationship with us.

Remember that the Contract makes the actions of your resellers your responsibility as between you and us (see 5) so if we find out that your resellers are doing anything of this type, it becomes your responsibility to stop them or to stop them being one of your resellers.

4. Training and support

We appreciate that Registrars need different levels of support when they first begin offering .uk domain names and at other times, for example when key staff leave.

To help Registrars get up to speed as quickly as possible the following services are available:

- A test registration facility

- Online information covering the business processes relevant to .uk

We also intend to provide online courses for Registrars.

A new Registrar will be asked to complete a series of courses to demonstrate a basic understanding of the .uk registration and maintenance process. Existing Registrars may also be asked or wish to complete these courses.

5. Your resellers

If you operate a reseller programme you need to be aware that, as between you and us, we consider you to be responsible for the actions of your resellers, in other words the actions of your resellers are your responsibility. If your reseller breaches the registrar Contract then we would take steps as if you have breached the Contract.

6. Handling complaints

As a Registrar we ask you to provide, and publish details of a complaints procedure that your customers can use if they are dissatisfied with your service.

7. How we enforce this

These Good Practice Terms are part of the Contract. Clause 7.1 of the terms and conditions (part of the Contract) requires you to prove how you meet your obligations under the Contract when we ask you to. It requires you to provide evidence of how you do this, and prove this within timelimits we set.

If you do not do this, the contract allows us to put the contract into Special Status. The practical effect of that is that we may stop you acting as a Registrar for a while or forever, or may limit your access to our systems. The Contract requires us to act reasonably and to think about various things when we are deciding what to do, such as your history, what the problem is, and what would be a sensible response.

Our approach will be to work with you to help you understand what you need to do.

8. Scope

At the time of issue of this document the only service Nominet provides is domain name services for .uk. If we offer other types of registration in the future then the same obligations will apply.