

Domain Name Renewals at Nominet – A White Paper for the PAB

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A. Purpose of this document

At a previous PAB meeting, Nominet's PAB decided to institute a subcommittee to look at the renewals process at Nominet. The background to this was as follows: Nominet's CoM had made a proposal on changing processes for domain name registration and renewal, to ensure that invoices produced were 'correct first time', and that the production of credit notes was minimized. Whilst the PAB broadly supported the proposal, concern was expressed as to whether the entire mechanism of renewals was correct.

I therefore agreed to chair a subcommittee on the subject of the domain name renewals.

This paper is written on personal basis, as a discussion document to help shape an agenda for that subcommittee. As such it does not necessarily represent the views of either the PAB, the CoM, or the Executive. I have tried to represent diverse views herein.

The paper is also written to encourage contributions, particularly from members, prior to the first meeting of the subcommittee on 5th August.

B. Remit

The issues to be examined by the subcommittee are the processes and procedures for domain name renewals, at a policy level. It is not, in my view, the remit of the subcommittee to determine operational implementation details – these are matters to be determined by the Executive.

Equally, it is understood that the CoM and the Executive will be continuing their work on the existing process whilst the PAB and its subcommittee works on recommendation for change. Whilst it would be desirable for the PAB and its subcommittee to produce a report in short order, it is recognized that making wholesale changes to the process and procedure cannot be done without consultation, both with the stakeholder community (particularly tag-holders), and Nominet's executive function.

C. The Obligation To Offer Renewals

Nominet's Terms and Conditions of Registrations (Ts&Cs) offer registration for an initial two year period, but leave an obligation on Nominet give registrants the opportunity to renew. This is set out in Clause 3.

3. *Renewal of your Domain Name Registration*
- 3.1. *The registration period is two years from the date of entry into the Register of your Domain Name registration. Provided you pay us your renewal fee and subject to clause 8 below, you will have the right to renew the Domain Name registration by entering into a new Contract with us for further periods of two years.*
- 3.2. *Subject to clause 3.3 below, when the Domain Name registration falls due for renewal, we will contact your Agent (at the Agent's address appearing in the Register) to request payment of the relevant renewal fee.*
- 3.3. *If no Agent is listed on the Register entry for the Domain Name, or if the Register entry for the Domain Name indicates that you wish to be invoiced direct, we will request*

payment of the relevant renewal fee direct from you at the registrant address appearing in the Register.

- 3.4. *If we fail to receive the renewal fee within thirty (30) days of our making a request for the renewal fee, we will suspend your registration for at least 6 weeks and if we do not receive payment within the suspension period we will cancel your registration without further notice to you. During any period of suspension, we will not point to any name servers listed in the Register entry for the Domain Name, and you will be unable to use or transfer the Domain Name.*

It is clear that the current Ts&Cs could be changed, and indeed may have to be changed to support some possible outcomes of this review. However, extensive changes, particularly those which materially affect registrants rights, may be undesirable, and will no doubt slow implementation of any process changes. Further, it is not the purpose of the subcommittee to carry out a review of Nominet's Ts&Cs. Therefore, it is suggested that the minimum changes possible (preferably none) be made to the Ts&Cs.

It has historically been a tenet of Nominet policy that Nominet should always at least attempt to check with registrants directly whether they wish to renew their domain names, prior to removing them from the register. Nominet has felt this to be important, particularly where the tag-holder, whether in error, through ineptitude, incompetence, bankruptcy, or malice, has failed to communicate the necessity to the registrant. Initially, Nominet made efforts to contact the tag-holder way beyond the limits of commercial prudence. A more pragmatic approach has recently been adopted. However, the process is made more difficult by incomplete or inaccurate registrant data, particularly data from the period where registrant address was not compulsory at registration.

*Q C.1 Does the PAB subcommittee support the **policy principle** that Nominet should make at least one attempt to contact registrants directly, should their domain name not be renewed by their agent, prior to removing it from the register? Does this principle still apply had the agent not merely failed to renew the domain name, but explicitly informed Nominet that the registrant did not wish to renew?*

D. The Current Renewals Process And Its Problems

On average 1/24th of register renews each month, giving a monthly average of about 146,000 domain name renewals. However, the load varies substantially month to month, due to the variations in monthly registration figures.

Nominet currently offer various systems to tag-holders in order to inform them when Domain Names are up for renewal. Firstly, it is possible to query the automaton to receive a list of registrations up for renewal – whilst this process is not entirely straightforward (requiring application of an algorithm which converts registration date into renewal date), it does work. Secondly, Nominet provides a little-known service where tag-holders can request to be informed in advance of domain names up for renewal in coming months.

Nominet renewal fees are invoiced by Nominet at the invoicing run subsequent to the renewal date. The rationale for the renewal fee becoming due on the renewal date, for those domains that are to be renewed, is clear. Subsequent to the renewal date, Nominet is providing services for these domain names, and that service should be paid for.

Nominet's current invoicing for renewals takes place at the end of the month. The effect of this is, in practice, is to extend the expiry date for renewal until the end of the month in which the domain would expire, as all decisions in relation to renewal of the domain are taken at the time of invoice.

Nominet tag-holders are invoiced for domains which are on their tag at the date of invoicing immediately subsequent to renewal, which are marked in the register 'recur-bill: th' (referred to as 'th' names, as opposed to 'bc' names) –i.e. have been marked to send renewal bills to the tag-holder. A blank field is equivalent to 'th' being present, and the field is blanked on tag change. Therefore, they must currently

ensure that those domain names which they do not wish to renew (as agents for the registrants) are removed from their tag, or not marked 'th', prior to this date.

Where domain names are marked 'bc', but which are still tagged, on the invoice date subsequent to the renewal date, Nominet sends an invoice to the customer. As the customer has not at this stage specifically requested a renewal, and as the address data may be poor, it is difficult to determine to what extent this debt is collectable, and the correct stage to write it off.

Where domain names are in a detagged state on the invoice date subsequent to the renewal date, Nominet sends a letter to the customer, informing them of their need to contact Nominet within 21 days if they wish to renew the domain name.

Where domain names are marked 'th' on registration, this is an example of a 'negative renewal' system, in that the tag-holder needs to take positive action only to ensure domain names are *not* renewed by him – by default, Nominet will assume the domain name will be renewed.

Where domain names are marked 'bc' on registration, this is again an example of a 'negative renewal' system, in that although the tag-holder does need to take positive action to ensure domain names are renewed (in this case changing the name to a 'bc' domain), Nominet will, without such action, merely invoice the customer. So by default, Nominet will still assume the domain name will be renewed.

For those domain names which the tag-holder, as agent, does not wish to renew, there are a number of ways for the tag-holder to do avoid being billed for a renewal.

One mechanism is to change the tag on a domain name to another tag-holder. This is necessary where the registrant has changed agent (tag-holder).

Another is to 'detag' the domain. The detagging process has the effect of removing the agent's tag from the domain name, together with nameserver entries, and is designed to be used when the tag-holder determines that there is, at the point of detagging, the agency relationship between the tag-holder and the registrant has been permanently terminated. This is appropriate if, for instance, the tag-holder has completely lost contact with the customer and there is no ongoing contract, or the tag-holder and customer have formally ended their business relationship.

Detagging has been used by some tag-holders, erroneously, as a mechanism of credit control – the point being to withdraw service from the domain name. This is an incorrect use of detagging, as it indicates, incorrectly, to Nominet that the tag-holder is no longer the agent of the registrant. Retagging is an expensive and time-consuming process, not least as Nominet has to securely identify the registrant. Unscrupulous tag-holders have, on occasion, blamed the loss of service on an error by Nominet. A more appropriate way to withdraw service in the event of a credit control problem, is to change the nameserver entries, or the configuration on the nameserver.

The relevance of detagging to the debate on renewals is that, without another tag-holder taking the customer over, detagging has been seen as the only mechanism to avoid an invoice for a registrant. However, it is an inappropriate and inflexible mechanism in this respect, for a number of reasons. Firstly and foremostly, the detag takes immediate effect. The tag-holder may well be under an obligation to the customer to provide service for the entire two year registration period. Thus the tag-holder cannot detag the domain prior to the renewal time. However to avoid incurring liability for a renewal fee, the tag-holder cannot leave the detag until after the renewal time. This leaves the tag-holder in an extremely difficult position (were it not for some flexibility on Nominet's part – see below), where a detag can only be performed exactly on the renewal date. This is mitigated somewhat by Nominet's process of issuing an invoice only on the last day of the month, rather than immediately upon renewal, but the arrangements are still far from satisfactory. A second lesser difficulty is that detagging is time-consuming and expensive to reverse – so time-consuming that for practical reasons, Nominet has been forced to implement a pragmatic policy of allowing retagging by the ex-agent within one month of detagging. Detagging alone therefore clearly does not provide a satisfactory mechanism to control which domains are renewed and which are not.

Thirdly, the Nominet will still attempt to contact the registrant and offer renewal (quite possibly at a price higher than the registrant could obtain elsewhere), thus pushing the problem downstream.

An alternative mechanism for the tag-holder to avoid a renewal invoice is to change the domains registered 'th' to 'bc' (or, alternatively, to register domains 'bc' and only change those to be renewed to 'th'). This is a reversible operation, and does not affect service. Whilst this removes the tag-holder entirely from the renewals process for such domains, it merely puts the burden on Nominet to attempt to collect renewals fees, and is likely to increase the renewal cost to the end user. Thus, whilst less invidious than detagging, manipulating the recur-bill field also does not provide a satisfactory mechanism to control which domains are renewed, and which are not.

At least in part because of the problems with the above mechanisms, Nominet has operated an informal system whereby tag-holders can mark off, on an invoice sent to them, those domains which they do not wish to renew. Nominet then generates credit notes against those invoices, for the non-renewed domains. This procedure is inefficient and expensive for both the tag-holder, and for Nominet. Furthermore, it has been the subject of widespread abuse by less scrupulous tag-holders, being used as a mechanism to delay, and, in-extremis, avoid entirely payment on the accurate parts of invoices, by introducing artificial difficulties in reconciliation. Even where tag-holders are not deliberately abusing the system, less well organized tag-holders, or those with poor documentation, are in practice getting extended credit terms. The timescale during which tag-holders can request credit notes is undefined.

Because actual invoices were cut, the entire sum invoiced would be accounted for by Nominet as revenue, one twenty-fourth being applied to the current month, and twenty three twenty fourths being applied to deferred income, being released each subsequent month into revenue. The debt would then be recorded by Nominet as a trade debtor. As credit notes are produced, there is thus a necessity to do a three-way adjustment of revenue, deferred revenue, and debtors. If a month-end has past, it is not possible to go back and alter a previous revenue figure, therefore revenue adjustments which would have been applied to prior months are instead applied to the current month. This system not only produces a large amount of complexity, but has produced large swings in revenue which make forecasting and financial management difficult.

To complicate matters further, the procedures currently used where there is a change of tag-holder, or a change of registrant, between the renewal date and the invoice date, and between the invoice date and the invoice being reconciled, are to say the least unclear. These (particularly the tag-holder change) provide further opportunities for billing obfuscation by unscrupulous tag-holders.

If a domain name is not renewed by the tagholder, is detagged, or is marked 'bc', at present, the registrant receives three separate items from Nominet, an invoice (or a letter in the case of detagged domains), a reminder letter and then a deactivation notice (the domain name is then suspended a couple of weeks later). The Executive is currently discussing reducing the items sent to the bare minimum, as the Ts&Cs only require Nominet to make one request for payment of the renewal fee.

E. The Council of Management's April Communiqué

At their March strategy meeting, the CoM decided to address the issue of credit notes, in relation both to registrations (which are not within this subcommittee's remit), and renewals.

It has thus been the CoM's and the Executive's objective to ensure that the process is changed according to the following principles:

- To ensure that invoicing is 'right first time' – i.e. transactions which might not occur are not invoiced until it is certain that they will occur or have occurred.
- To ensure that the renewals process is easily comprehensible, and operates in a predictable manner
- To ensure that the renewals process is both cost and time efficient for Nominet, for the tag-holder, and for the registrant
- To ensure that no opportunities exist to exploit the system to avoid or defer payment

- To ensure that where service is provided by Nominet, in general, that the service is paid for

*Q E.1 Does the PAB subcommittee support the **principles** above?*

The CoM thus put various proposals for modification of the invoicing system to the members for comment.

In relation to direct renewals, the system proposed involved issuing pro-forma invoices (rather than true invoices) to registrants, and only issuing an invoice (and thus recording the sale) if the registrant wished to renew, on payment to Nominet. This aspect of the proposal received little comment. The Executive are currently examining operational mechanisms of implementing this proposal. The author notes that this would allow Nominet to send the same proforma invoice to direct billed customers, detagged customers, and customers whose domain names, for whatever reason, the tag-holder does not wish to renew. Whilst these changes have already been through a consultation process, and are in the implementation stage, it is possible that they will be incompatible with other recommendations made by the subcommittee. Therefore, the author feels the subcommittee should be given the opportunity to comment on them.

Q E.1 Does the PAB subcommittee see incompatibility between the proposed changes above, and the subcommittee's proposed changes elsewhere? If so, what alternative proposals are the subcommittee minded to make?

In relation to tag-holder renewals, the system proposed involved issuing a statement to each tag-holder in advance of the renewal date, detailing what would be invoiced in relation to domains whose renewal dates lay within the month to come (take January as an example month). Only on 14th February (or thereabouts) would an invoice be generated, and only in relation to domain names which had not been moved from the tag-holder's tag, thus giving the tag-holder between 14 and 45 days (depending on the day of the month on which the domain was registered) to modify the register to reflect the renewal or otherwise of the domain name. The invoice would then not be subject to further negotiation with the tag-holder.

This aspect of the CoM's communiqué received widespread comment, but not universal support. Several aspects of the proposal were criticized, in particular whether the time period was sufficient, and whether sufficient detail had been provided. The discussion also triggered a wider debate, on whether the entire renewals system (as opposed to merely the billing for the renewals system) should be reexamined. Various proposals, some radical, some minor, were made for change.

The PAB, at its June meeting, endorsed the principles of the CoM's proposal, but in line with comments made by members, requested further detail from the executive of their plans for the renewals invoicing, and agreed that a review should be made of the renewals process.

The Executive announced at the AGM on 11th July that its proposals to change mechanisms of renewals billing would be suspended for the time being.

F. AGM PAB Forum, the Forum Proposal, and Other Issues

After the AGM, a PAB forum was held, at which I chaired a forum examining renewals. Various questions were asked, the answers to which I will summarize below, and, somewhat surprisingly given divergent points of view on mailing-lists, a rough consensus of a proposal for change arose.

Forum participants were invited to explain their business models, how they dealt with the Nominet renewals system, and what problems it generated. Business models were diverse, from members who registered all domains in their own name, and thus knew exactly which domains they did not wish to renew (very few), to those who bundled domain names with other services, to those who would on-bill renewal directly and thus needed to collect a specific fee from registrants. In the forum, by number of attendees, the latter group was most significant – no attempt was made to correlate this to number of domain names. Members of this group almost invariably attempted to contact registrants in advance of the renewal date, though the mechanisms to do so, and the amount of effort expended in doing so, varied substantially

amongst the group. The comment was made that the group was somewhat self-selecting, and that many tag-holders not at the AGM were not contacting registrants prior to the renewal date. Some participants felt that many domain name registrants were unlikely to respond to a renewal request unless their service was impacted.

Q F.1 Does the PAB subcommittee recognize this as a representative model of members. If not, what other factors should be considered?

Q F.2 Should there be a contractual obligation on tag-holders to give notice to their customers of an upcoming renewal, and if so, what form should such notice take? Does the necessity for such a contractual obligation depend on the nature of the renewals process adopted?

A number of participants commented on the non-availability of information from Nominet on which domains would renew when. Many were unaware of the service which Nominet provides alerting tag-holders in advance of registrations.

Q F.3 What improvements, if any, does the subcommittee recommend to the information provided by Nominet on domains coming up for renewal?

Many participants commented on various inadequacies of the whois system, primarily that it was not obvious when the 'next' renewal date was, possible to determine whether the tag-holder had paid Nominet for a renewal of a particular domain name. Concern was expressed that the information given was confusing to registrants as it was, and that if details of payment or otherwise were provided, that non-payment within normal credit terms should be distinguished from non-payment outside normal credit terms.

Q F.4 What information does the subcommittee recommend that the whois system provides in relation to the renewals status of a domain name?

Some participants called for a 'positive renewal system', where the default assumption would be that domains would not renew, except where some positive action was taken by the tag-holder or registrant. It was agreed in the forum to leave the issue of whether, failing renewal by a tag-holder, registrants were then given a 'last chance' to renew directly with Nominet, as a separate and orthogonal issue, an approach which this paper also takes. This approach gained both ground and definition within the forum, and is known henceforth as the 'Forum Proposal'.

Under the Forum Proposal, a domain name could be renewed by a tag-holder, on whose tag that domain resided, at any stage during a domain's registration period. Whilst it would be possible to allow multiple extensions (thus effecting more than two years of renewal), or variable length renewals, this is considered separately, and the working assumption was that domain renewal would allow only a single two year renewal period to be added beyond the current term. The renewal request would be effected by a command to the automaton. Just like a registration, this would produce an invoice to the tag-holder on the next invoice run. Similarly to the new situation with registrations, the invoice would not be up for negotiation, and if the tag-holder had failed to obtain cleared funds from the registrant prior to sending the renewal instruction, the tag-holder would bear the credit risk. A renewal would have the effect of extending the registration period by two years. Should (under Nominet's normal credit terms) a renewal be unpaid, the renewal would be unwound.

If, under the Forum Proposal, a domain name passed its expiry date without being renewed, Nominet would shortly thereafter issue a pro-forma direct invoice to the registrant (thereby satisfying Nominet's contractual obligations), and the domain would be put into an 'in danger' state, for a short period (perhaps a month) – at some point within this period (perhaps 14 days in), service would be suspended. If, during that period, either the tag-holder renewed (again via the automaton), or the registrant renewed directly, the domain name's status would revert to normal. If the end of the period was reached without renewal, the domain name would be available to be returned to the pool.

Throughout the entire process, the domain name would remain on the tag-holder's tag, unless the registrant actually changed tag-holder.

Tag-holder changes are dealt with in a straightforward manner by the above system. As a tag-holder has to take positive action to renew a domain, this action evidences their consent to pay. Domains could thus be transferred either with renewal paid, or unpaid. Both the 'gaining' tag-holder, and the registrant would obviously require a mechanism to determine whether or not renewal had been paid, and thus alteration to the whois service is recommended, to illustrate that a renewal request had been executed (separately from whether cash had been paid for it).

Q F.5 Does the subcommittee support a positive renewals model, in preference to a negative renewals model?

Q F.6 If so, does the subcommittee support the Forum Proposal? What modifications, if any, should be made to it?

The issue of whether Nominet should contact the registrants to give them a 'last chance' to renew was considered by the forum. Participants in general agreed that Nominet should, particularly under a positive renewal system such as the forum had proposed, because the default action would be to not renew the domain name. Participants considered the issue of whether Nominet was 'going around' the tag-holder, but were mostly of the view that given the first contact would be after the renewal was due, the tag-holder should have already established that a renewal via him was unlikely. Participants in general agreed that Nominet did have an obligation to offer a last chance renewal, especially in light of the likelihood of failure by a minority of tag-holders to contact some registrants.

Q F.7 Does the subcommittee support the forum's view that a 'last chance' renewal notice should be sent by Nominet to the tag-holder? If so, at what rate should they be charged?

The forum recognized that the effectiveness of any 'last chance' notice was dependent to a high degree on the accuracy of the registrant information on Nominet's register. It was generally observed that if a registrant had moved (or otherwise changed contact information) and failed to inform Nominet or their tag-holder, then failure to receive such a notice would be the registrant's responsibility. However, it was also noted that some tag-holders may not process registrant address changes, and, on old registrations, the registrant address might not be filled in at all. The view has also been expressed that Nominet should take a much more commercial and ruthless attitude on renewals – a process compared to a rental where the customer hasn't paid, and thus service should quickly cease. Under this view, the onus, would be on members to ensure they looked after their customers – failures to do so would be far more transparent.

Q F.8 If the subcommittee supports a 'last chance' direct renewal notice, does the subcommittee have a view as to what extent the Nominet should attempt to obtain registrant contact information when the database is inaccurate, and/or when no response has been received? How should this be balanced, if at all, with taking a more commercial view of the renewals process?

Forum participants noted that the renewal process itself gives an opportunity for data cleaning. Specifically, it would be possible to not allow domains to be renewed without the registration passing the current tests made of new registrations, for instance, having registrant address information available. Such a change need not necessarily be made at the same time as a renewal system change, but would ensure, over a two year period, all registrant address information was populated. Participants noted the registrant (and, by agency, the tag-holder) were already under an obligation to ensure contact details were correct.

Q F.9 To what extent, if any, does the subcommittee support the use of the renewals process for data cleaning?

The author notes that in a positive renewal scenario, there is little difference between ‘th’ and ‘bc’ domains. If the time between pro-forma invoice and removal of service was sensible, it is possible to imagine that the distinction could be removed entirely.

Q F.10 If the subcommittee supports the Forum Proposal, or some near variant thereof, what distinction does the subcommittee see between the different settings of the ‘recur-bill’ field?

It has been previous Nominet policy that two year renewal periods are sufficiently long to minimize billing costs, but sufficiently short to maintain active contact with the registrant, and thus have a welcome side effect of ensuring that the database is accurate.

Participants mentioned the possibility of changing both the default renewal period, or offering different renewal periods (possibly at different prices), or allowing multiple renewals to ‘stack up’.

Renewals, by introducing a ‘re-contracting’ with Nominet, allow Nominet to make changes to the Ts&Cs which are brought in by the renewals process. Although the Ts&Cs contain a ‘Barclaycard’ clause, the scope of this is limited.

Q F.11 Does the subcommittee endorse Nominet’s previous view that the renewals process, in principle, helps ensure the accuracy and integrity of the database, and helps return used names to the pool, and that these advantages are sufficiently significant that they must at least be weighed against the inherent costs of the renewals process?

Q F.12 To the extent that the subcommittee does not endorse renewals as a mechanism of data cleaning, what substitute mechanisms, if any, does the subcommittee propose to achieve a similar effect?

Q F.13 Does the subcommittee feel the default period of renewal should be changed, and if so, to what?

Q F.14 Does the subcommittee feel that more flexible periods of registrations should be allowed, and if so, how?

Q F.15 Does the subcommittee believe that longer periods of renewal impact Nominet’s potential flexibility to alter contract terms, and if so, what action could be taken to ameliorate this?

The third of Nominet’s current financial principles state that it should provide a sufficient financial surplus in order to provide for a legal fund, and two year’s operating expenses. The two year’s operating expenses is linked to the maximum amount of time domain names have to run on the register. Allowing renewal at any time during the registration period, and (more so) allowing longer renewal period, would increase the cash balance as the renewal would be paid in advance. However, the maximum amount of time domain names have to run would be extended beyond two years.

Q F.16 To what extent, if any, does the subcommittee believe that the third financial principle should be altered in light of the fact that many proposed modifications can extend the potential life of a domain name on the register beyond the current maximum of two years?

The issue of physical certification of renewals seems to the author to be an issue that should be considered together with physical certification of registrations, and whilst this is the subject of ongoing interesting debate, it appears to be outside the scope of this subcommittee’s remit. However, pari-passu, there is the need to ensure that certificates for renewal correctly reflect the paid renewal period, and/or the date of expiry of registration. This brings to the fore questions such as when should a new certificate, for a domain name renewed during the middle of a registration period, be issued.

Q F.17 What recommendations do the subcommittee make on changes to the certificate model, which derive from their other recommendations of changes to the renewals process?

Renewals provide a load on Nominet which varies considerably month on month. Systems which provide a smoothing of that load may result in greater efficiencies at Nominet, particularly in terms of staffing. Allowing renewal at any time during the term helps, but it may not be the only solution.

Q F.18 What level of importance does the subcommittee attribute to the problem of varying demand, and, what proposals, if any, does the subcommittee endorse in order to provide load-smoothing of renewals?

G. Mechanisms for Feedback

Feedback from interested parties should be made by email to pab-suggest@nominet.org.uk, clearly marking your email 'RENEWALS SUBCOMMITTEE' in the subject line. Alternatively, please approach a PAB member, or the subcommittee chair, Alex Bligh, at alex@nominet.org.uk.

The first (and possibly only) meeting of the renewals subcommittee is scheduled for 7th August 2002, and feedback should thus ideally be received prior to 12pm on 6th August 2002. It is, however, reasonably likely that a further subcommittee meeting will be needed. To allow for feedback, this will not be called prior to 31st August 2002. However, even if no more subcommittee's are called, the issue will be taken to the full PAB at its next meeting, on 2nd October 2002. The deadline for feedback via this route is 12pm 1st October 2002.

Alex Bligh

Nominet PAB, CoM, Chair PAB Subcommittee on Domain Name Renewals