

Domain Name Registration/247Hosting/Voyager Internet

I am writing this as a Complaint/Submission regarding clause 3.15 Roles & responsibilities Policy of Registrars.

Complaint:

I recently paid for a renewal of a Domain name with 247Hosting, who failed to take the necessary action as a reseller with Voyager, with the domain is now unused and available per a whois search on the DNC website.

I then applied to Voyager as the registrar to correct the situation and renew/re-register the Domain as 247hosting was their reseller by their own admittance in the former's emails. I could see no difference in them doing this without payment to the next renewal date, and accepting a transfer of a current domain without cost.

Voyager has declined to do this on the basis that they did not have an agreement with 247 and likened it to a retailer failing to supply goods after payment, and there was no recourse to the wholesaler.

I find these reasons outrageous: –

- (1) How am I to know anything about agreements between domain registrars and resellers?
- (2) How was I to know that 247 was in fact a reseller at all – I had never heard of such an arrangement, believing that 247 could register domains.
- (3) A reseller is surely an agent of the registrar and therefore the registrar is liable to correct any failings of the reseller. This applies as far as I know in the insurance industry (in fact it is law I think).
4. The first sentence of your clause 13.15 surely means the registrar is accountable.

This is not about money, but the renewal and correction of the currency of my domain, which fortunately was only a redirected one.

Amendments under draft.

The mechanism drafted seems to me to be only a description of processes to follow and there needs to be promulgated specific accountabilities of Registrars regarding their resellers or agents – call them whatever.

Registrars should not have the cake and eat it too. They accept registrants from resellers (no doubt accompanied by some sort of payment) so they must be totally liable for any indiscretions by their representatives.

In the proposed changes, registrars are only being encouraged to enter into formal agreements. Surely they MUST have an agreement with all of their resellers.

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Presumably where a registrar themselves fail then DNC has some sort of comeback at them or at least then acts in the interests of registrants.

Sincerely

Robin Radford

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