

BRITISH INSTITUTE OF INNKEEPING (BII)

ACCREDITED ADVISOR SCHEME RULES

VERSION: DECEMBER 2021

1. INTRODUCTION

The BII is committed to ensuring members of the BII have access to professional, skilled and independent advice, in particular, in relation to legal, accountancy and chartered surveying services. Professionals from these sectors may apply to the BII for 'Accredited Advisor Status' and the Independent Expert Panel will determine whether such application is successful, in accordance with the Rules and Criteria. Accredited Advisors must then continue to comply with the Rules and Criteria in order to maintain Accredited Advisor Status.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Rules, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Accredited Advisor, you, your: an Applicant that has been accredited by the Independent Expert Panel to provide advice to Members as a solicitor, accountant or chartered surveyor (as applicable);

Accredited Advisor Listing Service: the provision by the BII of details of Accredited Advisors from time to time, available at <https://www.bii.org/BII/Industry-Advice/Accredited-Advisors.aspx>

Accredited Advisor Status: the status granted to an Accredited Advisor, subject to them meeting the Criteria and complying with the Rules;

Applicant: an individual, company, partnership or LLP (as applicable) that applies for Accredited Advisor Status (via its key representative(s));

Application: the application to become an Accredited Advisor;

Application Form: the BII Accredited Advisor Application Form, available at: <https://www.bii.org/BII/Industry-Advice/I-Accredited-Advisors/How-to-Apply.aspx>

BII: the British Institute of Innkeeping;

BII Accredited Advisors Administrator: the administrator for the Accredited Advisor Listing Service;

Bribery Legislation: the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all applicable UK legislation, statutory instruments, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

Business Day: a day, other than a Saturday or Sunday, on which banks are open for normal business in England;

Confidential Information: all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by you (by any means), or to which you have access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the BII, customer, supplier, employee or client of the BII, including Intellectual Property Rights, trade secrets, information in respect of which the BII is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the BII or which you should reasonably be aware is confidential;

Criteria: the criteria against which Applicants and Accredited Advisors will be assessed, as established by the Independent Expert Panel, and as set out in Schedules 1 to 3 (as applicable);

Data Protection Legislation: (i) the Data Protection Act; (ii) the GDPR (as it forms part of the domestic laws of the United Kingdom); (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable national implementing law as amended from time to time; and (iv) all applicable law about the processing of personal data and privacy;

GDPR: the General Data Protection Regulation, Regulation (EU) 2016/679;

Fee: the fee payable on Application and renewal of Accredited Advisor Status as set out in Schedules 1 to 3 (as applicable);

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Independent Expert Panel: the independent panel of experts whose function is:

- (a) determining the Criteria;
- (b) assessing Applications;
- (c) granting Accredited Advisor Status;
- (d) reviewing complaints from Members; and
- (e) determining whether any Accredited Advisor Status should be suspended or withdrawn;

Independent Governance Board: The function of the Board is to oversee any appeals or complaints from Accredited Advisors. The Board is made up of the appointed Chair of each of the Independent Expert Panels, the Accredited Advisors Administrator and led by an Independent Chair;

Insurance: professional indemnity insurance cover with a minimum cover level as set out in Schedules 1 to 3 (as applicable) or as may be notified to you by the BII from time to time;

Insolvency Event: when an Accredited Advisor:

- (a) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
- (b) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- (c) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (d) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- (e) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- (f) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- (g) has a resolution passed for its winding up;
- (h) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- (i) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- (j) has a freezing order made against it;
- (k) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; or
- (l) is subject to any events or circumstances analogous to those in (a) to (k) above in any jurisdiction;

Intellectual Property Rights: any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, the right to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and
- (e) wherever existing;

Key Representative: the employee of the Applicant/Accredited Advisor (as applicable) that has the necessary knowledge and expertise to support the Application and who will be actively advising Members;

Logo: the BII Accredited Advisor logo;

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Member: a registered member of the BII;

Minimum Standard: the minimum standard that an Applicant must achieve in order for the BII Accredited Advisor Administrator to submit an Application to the Independent Expert Panel including all sections marked (*) in the Application Form; and

Rules: these rules, including the schedules (as applicable) as set by the Independent Expert Panels (facilitated by the BII) and which may be updated by the Independent Expert Panels and/or the BII from time to time.

2.2 In these Rules:

- 2.2.1 the schedules are incorporated into and form part of these Rules;
- 2.2.2 any reference to these Rules or to any other document will include its schedules, appendices and annexes (if any) and any permitted variation or amendment to these Rules or such other document;
- 2.2.3 any reference to a clause or schedule is, except where expressly stated to the contrary, reference to the relevant clause or schedule to these Rules;
- 2.2.4 the introduction and any clause, schedule or other headings and the use of bold type in these Rules are included for ease of reference only and will not affect the construction or interpretation of any provision of these Rules;
- 2.2.5 any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any retained EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of these Rules) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 2.2.6 the words 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
- 2.2.7 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;
- 2.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 2.2.9 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 2.2.10 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
- 2.2.11 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

3. APPLICATION AND FEES

- 3.1 All solicitors, accountants and chartered surveyors, registered in England and Wales or Scotland with the relevant professional body, are eligible to apply for Accredited Advisor Status.
- 3.2 Applications to become an Accredited Advisor should be:
 - 3.2.1 made in the form prescribed by the BII from time to time, as made available at <https://www.bii.org/BII/Industry-Advice/I-Accredited-Advisors/How-to-Apply.aspx>, sent by email to the BII Accredited Advisor Administrator at accreditedadvisors@bii.org, or by post to British Institute of Innkeeping, Sentinel House, Ancells Business Park, Harvest Crescent, Fleet, GU51 2UZ.
 - 3.2.2 submitted together with the Fee.

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- 3.3 The BII Accredited Advisor Administrator shall assess the Application to ensure it meets the Minimum Standard and shall endeavour to contact the Applicant to discuss any inadequacies in an Application with 10 Business Days of receipt.
- 3.4 Once the Minimum Standard has been met, the Application will be submitted to the relevant Independent Expert Panel for consideration.
- 3.5 The Fee is non-refundable once an Application Form has been submitted notwithstanding a withdrawal of an Application by the Applicant or rejection of an Application by the Independent Expert Panel.
- 3.6 Fees are exclusive of VAT.
- 3.7 The BII acts in an introducer capacity only and any contract for services will be directly between each Accredited Advisor and the relevant Member.
- 3.8 If an Application is unsuccessful, an Applicant may re-apply if there is a material change to the circumstances that caused their Application to be unsuccessful.

4. ASSESSMENT BY INDEPENDENT EXPERT PANEL AND APPEALS

- 4.1 During the assessment period, Applicants will be invited for interview with the Independent Expert Panel and the Independent Expert Panel reserves the right to ask for additional information from the Applicant prior to any interview taking place.
- 4.2 The BII Accredited Advisor Administrator shall endeavour to notify Applicants of the outcome of their Application within 10 Business Days of the Independent Expert Panel's decision.
- 4.3 If an Application is unsuccessful, the Applicant shall be entitled to make a written appeal in such form prescribed by the BII from time to time. Appeals should be submitted to the BII Accredited Advisor Administrator (accreditedadvisors@bii.org) who will then submit the appeal to the Independent Governance Board for consideration.
- 4.4 Appeals should include full details of why the Independence Governance Board should reconsider the Independent Expert Panel's decision and should be made within one calendar month of the date on which the Applicant was notified that their Application was unsuccessful (or Accredited Advisor Status withdrawn in accordance with clause 6, as the case may be).
- 4.5 The BII Accredited Advisor Administrator shall endeavour to acknowledge receipt of any appeals within 10 Business Days.
- 4.6 The Independent Governance Board may call an interview with the appellant, if necessary.
- 4.7 The BII Accredited Advisor Administrator shall endeavour to notify the appellant of the outcome of their appeal within 10 Business Days of the Independent Governance Board's decision.

5. EFFECT OF ACHIEVING ACCREDITED ADVISOR STATUS

- 5.1 Subject to the terms of these Rules (including, but not limited to, payment of the Fee on Application and each subsequent renewal date), your Accredited Advisor Status will commence on the date on which the BII notifies you that your Application has been successful and shall continue unless or until your Accredited Advisor Status is withdrawn in accordance with clause 6.
- 5.2 Upon achieving Accredited Advisor Status, you will be:
- 5.2.1 included on the Accredited Advisor Listing Service; and
 - 5.2.2 provided with the Logo, to be used only in accordance with these Rules, in particular, Schedule 4.
- 5.3 You understand and agree that, as an Accredited Advisor, Members are under no obligation to request services from you.

6. SUSPENSION AND WITHDRAWAL OF ACCREDITED ADVISOR STATUS

- 6.1 The BII may, at any time, upon notice in writing with immediate effect, suspend or withdraw your Accredited Advisor Status if the BII, in its reasonable opinion, determines that you or your Key Representative(s):

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- 6.1.1 no longer satisfy the Criteria, where the BII will be entitled to have regard to the basis upon which the Independent Expert Panel granted status by reference to any initial meeting notes/feedback prepared by the Independent Expert Panel during the interview process;
 - 6.1.2 have defaulted on payment of the Fee;
 - 6.1.3 have committed a breach or non-observance of any or all of the Rules;
 - 6.1.4 are the subject of any complaint(s) from Members;
 - 6.1.5 are being investigated or is likely to be investigated by their regulator or similar body;
 - 6.1.6 have lost your professional status, as determined by your profession's regulator or similar body;
 - 6.1.7 are charged with or convicted of any criminal offence;
 - 6.1.8 are subject to an Insolvency Event;
 - 6.1.9 have committed an act of fraud or dishonesty or a breach of a fiduciary duty whether relating to the BII or otherwise or act in any manner which in the opinion of the BII brings or is likely to bring the BII into disrepute and/or is materially adverse to the interests of the BII; or
 - 6.1.10 have become prohibited, by operation of law, from acting as an Accredited Advisor.
- 6.2 In addition, the BII may, at any time, upon notice in writing with immediate effect, suspend or withdraw your Accredited Advisor Status if the BII, in its reasonable opinion, determines that:
- 6.2.1 any of the warranties set out in these Rules are found to be inaccurate, misleading or untrue;
 - 6.2.2 there is a conflict, or potential conflict, between an Accredited Advisor's interests and those of the BII that cannot be resolved or, in the case of a potential conflict, avoided; or
 - 6.2.3 continuation of your status of Accredited Advisor would detrimentally impact the goodwill, reputation or brand of the BII.
- 6.3 The BII may, in its sole discretion, elect to suspend (rather than withdraw) your Accredited Advisor Status whilst it conducts its investigations and/or considers whether Accredited Advisor Status should be withdrawn.
- 6.4 Upon suspension or withdrawal of Accredited Advisor Status, for any reason, you shall immediately cease use of the Logo or any mark that is confusingly similar to the Logo or reference to your status as an Accredited Advisor, the Accredited Advisor Listing Service or the BII.
- 6.5 You may appeal any decision by the BII to suspend or withdraw your Accredited Advisor status by following the appeals process as set out in clause 4.
- 6.6 In the case of suspension of Accredited Advisor Status, such status will only be reinstated if and when the suspended Accredited Advisor is notified that the suspension has been lifted.

7. CONDUCT, RIGHTS AND OBLIGATIONS OF ACCREDITED ADVISORS

- 7.1 At all times for the duration of your Accredited Advisor Status, you will:
- 7.1.1 conduct yourself in accordance with these Rules, including the schedule applicable to your profession;
 - 7.1.2 provide your services to Members with all due skill, care and diligence, in accordance with all regulatory requirements that apply to your profession and in accordance with good industry practise;
 - 7.1.3 comply with all applicable laws;
 - 7.1.4 immediately notify the BII Accredited Advisor Administrator if at any time during your Accredited Advisor Status it becomes apparent that:
 - 7.1.4.1 you cannot or may not be able to provide your services to Members in accordance with this clause 7;

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- 7.1.4.2 a Key Representative ceases to be employed by you or is unable to provide the services on behalf of you.
 - 7.1.4.3 any of the events under clauses 6.1 or 6.2 have or are likely to occur.
- 7.2 You will not have authority to commit the BII to any legally binding agreement, nor incur expenditure in the name or for the account of the BII, nor sign any document, bring any proceedings nor make any promise on behalf of the BII nor hold yourself out as having authority to bind the BII.

8. WARRANTIES

- 8.1 You warrant and represent that:
 - 8.1.1 you satisfy the Criteria at all times for the duration of your Accredited Advisor Status and you undertake to notify the BII as soon as reasonably practicable should you become aware that you no longer, or have grounds to believe that you no longer, satisfy any part of the Criteria;
 - 8.1.2 you will not, as a consequence of applying for and/or acquiring Accredited Advisor Status, be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party which is binding upon you;
 - 8.1.3 so far as you are aware (having made all reasonable enquiries), there is no contract, agreement, or other arrangement or interest that will or may give rise to any conflict of interest between you and the BII or its Members in relation to the provision of your services to a Member and you will use all reasonable endeavours to avoid a conflict of interest arising between you and the BII and/or Members and you undertake to notify the BII as soon as reasonably practicable should any actual or potential conflict of interest arise; and
 - 8.1.4 any individual that you have held out as being a Key Representative has the necessary knowledge and expertise to advise members and will be the individual providing the advice to Members.

9. LIABILITY AND INDEMNITY

- 9.1 You undertake to indemnify and keep indemnified the BII, its committees, officers, employees and agents, the Independent Expert Panel and the Independent Governance Board against any losses, damages, liability, costs and expenses (including professional fees) incurred by the BII, its committees, officers, employees and agents, the Independent Expert Panel or the Independent Governance Board whether direct or indirect or consequential (including but not limited to, loss arising in consequence of a claim brought against the BII by one of its employees, Members or a third party, loss of goodwill or loss of reputation) in connection with or arising out of (i) misuse by you, your affiliates or your sub-contractors of Logo granted by the BII; (ii) your status as an Accredited Advisor; (iii) advice, information, review, audit, assistance and any other services provided by you to Members; and (iv) any breach by you, your affiliates or your sub-contractors of these Rules; BII's privacy policy; and any other BII's policies in place from time to time.
- 9.2 Neither the BII nor any of its committees, officers, employees, agents, nor the Independent Expert Panel or Independent Governance Board shall be liable for the services provided by you to a Member. Notwithstanding anything to the contrary and, except in respect of death or personal injury caused by the BII's negligence, the BII accepts no liability for any loss, damages, liability, costs and expenses (including professional fees) or other claims (whether for loss of profit, reputation or otherwise) in contract or in tort or of any nature whatsoever and howsoever arising out of or in connection with (i) your Application (whether declined or successful); (ii) negligence or (iii) any other act or omission (including, but not limited to, any decision to refuse to award Accredited Advisor Status or any decision to withdraw Accredited Advisor Status), whether on the part of the BII, its committees, officers, employees, agents or any other person or entity.
- 9.3 Notwithstanding the above, the total liability of the BII under or in connection with your Application and Accredited Advisor Status regardless of whether such liability arises in tort (including negligence), contract, breach of statutory duty or in any other way, shall not exceed the Fee paid by you to the BII.

10. INSURANCE

- 10.1 You shall maintain in force for the duration of your Accredited Advisor Status full and comprehensive Insurance in respect of the provision of your services to Members.

- 10.2 You shall produce for inspection by the BII, at any time on request by the BII (including as part of the Application), a copy of the policies, receipts, payments and any relevant renewal confirmation(s) in respect of the Insurance.
- 10.3 You will comply with all terms and conditions of the Insurance policies at all times and will immediately notify the BII if the Insurance is not renewed, or lapses, or is subject to material change.

11. CONFIDENTIAL INFORMATION

- 11.1 Except in the proper performance of your obligations under these Rules, you will not during the period of your Accredited Advisor Status or at any time thereafter, without the prior written approval of the BII (such approval not to be unreasonably withheld), use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to your knowledge during or in connection with your Accredited Advisor Status.
- 11.2 The restrictions contained in this clause 11 will not apply to:
- 11.2.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; or
- 11.2.2 any use or disclosure authorised by the BII or required or protected by law.

12. INTELLECTUAL PROPERTY

- 12.1 The BII grants to you, for the duration of your Accredited Advisor Status, a non-exclusive, non-transferable, royalty-free licence (without the right to sub-licence) to use the Logo in the countries of the UK in which you are regulated to practice, in accordance with these Rules and, in particular, the directions set out in Schedule 4, and as otherwise may be agreed in writing by the BII from time to time, to promote your status as an Accredited Advisor.
- 12.2 You shall only use the Logo:
- 12.2.1 in your literature and website; and
- 12.2.2 in accordance with the directions set out in Schedule 4;
- or as otherwise may be agreed in writing by the BII from time to time.
- 12.3 You shall take care to avoid implying that the BII is in any way affiliated with an external organisation or its activities unless otherwise agreed in writing by the BII.
- 12.4 The BII is the owner of the Logo. You do not have any interest in the BII Accredited Advisor Logo, except the right to use the BII Accredited Advisor Logo in accordance with these Rules and any goodwill derived from the use of the BII Accredited Advisor Logo by an Accredited Advisor shall vest in the BII.
- 12.5 You shall not do or omit to do anything to reduce or diminish the reputation of the Logo or the rights of the BII in the Logo or impair any registration of Logo.
- 12.6 You shall not apply to register in its own name any trademark or design incorporating the Logo or any material that is confusingly similar to the Logo.
- 12.7 You shall indemnify the BII, its successors and assigns against all actions, claims, costs, damages and expenses arising out of or in connection with any breach of these Rules in relation to use of the Logo.

13. DATA PROTECTION, MONITORING AND FREEDOM OF INFORMATION

- 13.1 The BII will manage your data in accordance with BII's privacy policy, a copy of which is available at <https://www.bii.org/BII/AboutUs/Important-documents/Privacy-Statement.aspx>.
- 13.2 You will comply with your obligations under BII's privacy policy and any other relevant policies.
- 13.3 Without prejudice to the generality of Clause 13.2, you will:
- 13.3.1 comply with all applicable laws, including but not limited to the Data Protection Legislation;
- 13.3.2 co-operate fully with the BII in order to enable the BII to comply with its obligations under applicable Data Protection Legislation;

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- 13.3.3 ensure that you have in place and maintain for the duration of your appointment as an Accredited Advisor, full and comprehensive data protection policies and procedures in connection with your services to Members; and
- 13.3.4 immediately provide such evidence of your compliance with your obligations under this Clause 13.3 as the BII may from time to time reasonably request.

14. ANTI-BRIBERY AND CORRUPTION

14.1 You will:

- 14.1.1 comply with the Bribery Legislation;
- 14.1.2 not engage in any activity, conduct or practice which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, conduct or practice had been carried out in the United Kingdom;
- 14.1.3 ensure that you have in place adequate procedures to ensure compliance with the Bribery Legislation and use all reasonable endeavours to ensure that you comply with any BII policies relating to prevention of bribery and corruption (as updated from time to time).

14.2 Without limitation to Clause 14.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

14.3 Each party will ensure that:

- 14.3.1 all of that party's personnel;
- 14.3.2 all others associated with that party, and
- 14.3.3 all of that party's subcontractors,

involved in performing the services to Members comply with the obligations set out in Clauses 14.1 and 14.2.

14.4 In this Clause 14, the expressions '**adequate procedures**' and '**associated**' will be construed in accordance with the Bribery Act 2010 and documents published under it.

14.5 The BII reserves the right to suspend or withdraw your Accredited Advisor Status on written notice with immediate effect if the BII has reason to believe that you are in breach of this clause 14.

15. RESTRICTIONS ON ASSIGNMENT/SUB-CONTRACTING

15.1 The BII may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under these Rules to any group company or to any company with which it may merge or to any company to which it may transfer its assets and undertaking, provided that it gives prior written notice to you.

15.2 You may not assign any of your rights and obligations as an Accredited Advisor. For the avoidance of doubt, an Accredited Advisor may use any fee earner within its firm to complete work as long as the work is overseen and signed off by the Key Representative.

15.3 The Accredited Advisor will remain primarily responsible for the acts and omissions of all employees of the Accredited Advisor (regardless of whether or not the work has been undertaken by the Key Representative or other employee) and you shall ensure that your terms of engagement with Member(s) reflect this.

16. ENTIRE AGREEMENT

These Rules, together with your Application Form, constitutes the entire and only legally binding agreement between the parties relating to your Accredited Advisor Status and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties, provided that nothing in this clause 16 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

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17. SEVERANCE

If any provision of these Rules (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision these Rules shall not be affected.

18. GOVERNING LAW AND JURISDICTION

18.1 These Rules and any dispute or claim arising out of, or in connection with them (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

18.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Rules (including non-contractual disputes or claims).

SCHEDULE 1 – SOLICITORS

Fee - £100 + VAT per applicant

You must be able to comply with the following requirements:

1. Be a member of the SRA and supply details of your roll number(s).
2. Provide a copy of your CV.
3. Have a minimum level of professional indemnity insurance of £3 million.
4. Have at least 5 years' experience working with the licensed trade and/or be able to demonstrate that you are active within the sector. Activity can be demonstrated in terms of number and experience by providing details of the work carried out in the licensed trade in the 12 months prior to submitting the Application Form.
5. Have a good understanding of the Pubs Code Regulation 2016 and England & Wales Tenanted Code of practice (1-499 Tied Pubs).
6. Confirm whether you have any memberships in the licensed trade or legal groups or are recommended in the legal directories and, if so, to provide details of the same.
7. Confirm whether you have received any negligence claims and/or been the subject of any complaints about your conduct from the SRA in the 12 months prior to submitting the Application Form.
8. Offer a free pre-engagement consultation of up to 30 minutes to BII members who enquire about your services.
9. Have a sound contingency plan in the case of prolonged sickness, where applicable.
10. Have an open and transparent policy in relation to your fees and disbursements in accordance with the relevant SRA's Principles, Code of Conduct for Solicitors, Code of Conduct for Firms and Accounts Rules which are updated from time to time. From the outset of any new instruction, you should provide a detailed estimate of the fees and disbursements which you are likely to incur in advising in relation to the matter which should be updated regularly to reflect changing circumstances.

SCHEDULE 2 – ACCOUNTANTS

Fee - £500 + VAT per Firm

You must be able to comply with the following requirements:

1. The firm must be regulated by a recognised supervisory body including ICAEW, ACCA and AAT (and be appropriately insured from a professional indemnity perspective – minimum £2million).
2. There is a proven longevity of trade experience (at least 5 years) and an Accounting firm must prove their 'Licensed Industry Pedigree' by evidencing a client base of at least 50 Licensed Outlets in the 12 months before submitting the Application Form.
3. Any representative of the accounting firm who deals with a BII member must be qualified to a minimum AAT/ACCA standard or has at least 5 years demonstrable experience in the Licensed Trade where they have been responsible for managing a P&L.
4. Have a good understanding of the Pubs Code Regulation 2016 and England & Wales Tenanted Code of practice (1-499 Tied Pubs).
5. Confirm whether you have received any negligence claims and/or been the subject of any complaints about your conduct from the supervisory body in the 12 months prior to submitting the Application Form.
6. Have a sound contingency plan in the case of prolonged sickness, where applicable.
7. It is suggested that there should be a minimum of 2 site visits every year, of which one can be the annual review. Additionally, in a member's first year in a business the frequency of visits is suggested to be at least bi-monthly.
8. Monthly P&Ls must be produced and sent to our members (especially in the first year of operation), though an option to provide quarterly accounts can be offered to established operators. At a minimum there should be a quarterly business review held (whether face to face or over the phone/video call).
9. There is to be an annual review which includes producing a revised budget and after 1 year of operation a P&L must carry L4L comparisons.
10. Accountants must recommend fully-comp stocktakes are completed at least bi-monthly but preferably on a 4/6-week cycle. The recommendation must take in to account the wet/dry split of the client business.

SCHEDULE 3 – CHARTERED SURVEYORS

Fee - £100 + VAT per applicant

You must be able to comply with the following requirements:

1. Be a member of the RICS and supply details of your membership.
2. Provide a copy of your CV.
3. Have a minimum level of professional indemnity insurance of £2 million.
4. Have at least 5 years' experience working with the licensed trade and/or be able to demonstrate that you are active within the sector. Activity can be demonstrated in terms of number and experience by providing details of the work carried out in the licensed trade in the 12 months prior to submitting the Application Form.
5. Have a good understanding of the Pubs Code Regulation 2016 and England & Wales Tenanted Code of practice (1-499 Tied Pubs).
6. Confirm whether you have received any negligence claims and/or been the subject of any complaints about your conduct from RICS in the 12 months prior to submitting the Application Form.
7. Offer a free pre-engagement consultation of up to 30 minutes to BII members who enquire about your services.
8. Have a sound contingency plan in the case of prolonged sickness, where applicable.
9. Have an open and transparent policy in relation to your fees and disbursements. From the outset of any new instruction, you should provide a detailed estimate of the fees and disbursements which you are likely to incur in advising in relation to the matter which should be updated regularly to reflect changing circumstances.

SCHEDULE 4 – USE OF LOGO

Once you have become an Accredited Advisor you will be able to use the official Accredited Advisor logo on your website, headed paper and any other materials. Following your successful application, you will be sent a copy of the logo.

If your Accredited Advisor status is removed at any time, you must immediately remove the logo from all areas, including any printed materials.

Please do not alter the logo in any way. Examples of unacceptable logo use are listed below:



DO NOT stretch or distort the logo



DO NOT change the strapline position or size



DO NOT change the colour of the logo



If you need any help or support on logo use, please email accreditedadvisors@bii.org