

## **Statement of Terms of Appointment of the Ombudsman**

### **Appointment**

- (i) Appointed by the Council.
- (ii) The term of appointment will be not less than three and not more than five years.
- (iii) The Council may re-appoint the Ombudsman at the expiry of his period of office.
- (iv) Appointment will be in accordance with the Nolan principles, the requirements of the Consumers, Estate Agents and Redress Act 2007 and open competition.
- (v) The availability of the role will be advertised on the BIOA website.
- (vi) If for any reason the Ombudsman is indisposed or prevented from carrying out his duties, a deputy or substitute will be appointed by the Council from the Ombudsman's Case Officers to act in his place. During any period of deputation, that person's appointment will on the same terms as the Ombudsman, without exception.

### **Independence**

- (i) The Ombudsman must be impartial, free from bias and independent from the industry and those subject to investigation by him.
- (ii) The Ombudsman reports to the Council.
- (ii) In the three years immediately prior to his appointment, the Ombudsman must not have held an appointment in the industry regulated by him.

### **Termination of Appointment**

- (i) On expiry of fixed term in accordance with employment law.
- (ii) In accordance with Article 70(b) of the Company's Articles of Association (a copy of which is available on the TPO website or from Companies House).
- (iii) Under employment law and in accordance with his contract on the occurrence of any of the following:
  - If he, in the opinion of the Council is guilty of any dishonesty, gross misconduct or gross negligence or shall commit any material breach of our obligations or shall engage in conduct that was materially adverse to the interests of the Company or shall not obey any reasonable directions of the Council or shall be guilty of conduct likely to bring him or the Company into disrepute;
  - If he is convicted of any criminal offence in respect of which either he shall receive a prison sentence or it shall render him unable to properly discharge his duties;

- If he becomes bankrupt or has an interim order made against him under the Insolvency Act 1986 or makes any arrangement or composition with creditors generally or the equivalent under any other jurisdiction;
- If he becomes of unsound mind or a patient under the Mental Health Act 1983;
- If he is convicted of, or in the reasonable opinion of the Council is liable to be convicted of an offence under any present or future statutory enactment or regulation relating to insider dealing;
- If he, other than at the request of the Council, resigns from the Company;
- If he is required to vacate office by virtue of any provision of the Articles of Association of the Company.