

RICS REGULATION

We are regulated by the RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of the RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with the RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Robert Senior, Principal, Tel: 020 3130 6407, Email: rsenior@hanovergreen.co.uk.

PRIVACY POLICY

This policy describes in plain English exactly what data we collect from you when you visit our website, how we process it and how you can get in touch with our Data Protection Specialist with any questions. This policy is effective from May 2018. By using or registering with this website you consent to this policy. Hanover Green is registered with the Information Commissioner's Office under registration number Z1894574. A copy of our Data Protection Policy is available on request.

Hanover Green provides business services to Legal Persons and to this end utilises our legitimate interest to collect and process personal data, and retains this for a period of six years. Personal data is retained where necessary for legal and contractual requirements and for the establishment, exercise or defence of legal claims.

Principles of our Policy

- **Private:** We will never sell, rent or trade information about you to other companies.
- **Secure:** In accordance with the Data Protection Act and the General Data Protection Regulation (GDPR) we follow strict security procedures in the storage and disclosure of information that you have given us to prevent unauthorised access.
- **Necessary:** We will not collect information unless it is used to deliver a better service or to give you useful, relevant information.

Data We Collect from You

We receive information about you in two ways:

- **Directly from you** – This is usually your contact details you provide via a form (e.g. to request further information or download a resource), or by telephone or email.
- **Automatically from the www.hanovergreen.co.uk website:** This includes your IP address and browsing behaviour. Understanding the way you interact with our site enables us to improve our service to you.

Securely Using Your Data

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may legitimately interest you. You can choose to opt-out of contact at any time.
- To carry out our obligations arising from any contracts entered into between you and us.
- To notify you about changes to our service.



Occasionally we may incorporate cookie-generated data together with other data we hold to communicate with you in the most appropriate way. We may also compile and provide aggregate statistics about our site users, information requests, traffic patterns and any other related site information but will never identify you as an individual.

Information about you will be kept secure and it will not be supplied to anyone else, unless we are obliged or permitted by law to disclose it. Hanover Green do not sell, rent or trade any personal information supplied by you to any third party.

Your Data Protection Rights

Please contact our Data Protection Specialist, Richard Zoers, any time to:

- Request access to information that Hanover Green has about you
- Correct any information that Hanover Green has about you
- Delete information that Hanover Green has about you
- Ask any questions about Hanover Green's collection, storage and processing of your data

Email: rzoers@hanovergreen.co.uk

Phone: 020 3130 6400

Address: Sackville House, 40 Piccadilly, London W1J 0DR

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing at any time by contacting our Data Protection Specialist, Richard Zoers.

You have the right to lodge a complaint with your Supervisory Authority. In the UK, the supervisory authority is the ICO, <https://ico.org.uk>.

COOKIE POLICY

In accordance with the General Data Protection Regulation (GDPR), the United Kingdom's Privacy and Electronic Communications Regulations (PECR), Data Protection Act and Information Commissioner's Office guidance, this website follows the "Implied Consent" basis for processing cookies. The first time you visit this website you will be informed that we use cookies. By continuing to browse this website you are implying your consent for us to use cookies.

A cookie is a very small text file placed on your computer. Cookies help us to:

- Understand browsing habits on our website
- Understand the number of visitors to our website and the pages visited
- Remember you when you return to our website so we can provide you with a more personalised experience

Most cookies are deleted as soon as you close your browser, these are known as session cookies. Others, known as persistent cookies, are stored on your computer either until you delete them or they expire.

You can choose to block or delete cookies through your browser settings at any time or click on the link to reset.

External Links/Public Areas

This website contains hypertext links to other sites. Hanover Green is not responsible for the privacy practices of such website operators. This website contains monitored emails. Users are advised that information posted to these areas becomes public information and caution should be used in posting any information to such areas.



TERMS & CONDITIONS

Please note that access to and the use of this Website is subject to the following terms and conditions. By using this website Users are agreeing to be bound by such terms and conditions. Users returning to this website are advised to check these terms and conditions as Hanover Green reserves the right to change them from time to time without notice:

The use of the term "partner" on this website or other communication from Hanover Green LLP refers either to an individual member of Hanover Green LLP or to an individual having a controlling interest in a corporate member of Hanover Green LLP.

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Disclaimer of Warranties

This Website is provided on an "as is" and "as available" basis and Hanover Green makes no representations or warranties generally about the information included on this Website or any linked third party Websites. All reasonable efforts have been made to ensure that descriptions, dimensions, references to condition, necessary permissions for use, occupation and other details given are accurate, however there may be inadvertent inaccuracies, omissions or errors and it is recommended that Users satisfy themselves by inspection or otherwise as to their correctness.



Any decisions based on the information contained on this Website (including any linked third party Websites) are the sole responsibility of the user. Hanover Green reserves the right to make modifications to the material on this Website without prior notice.

Use

Users agree to use this website only for lawful purposes and are prohibited from posting on this website any unlawful, harmful, abusive, threatening, harassing or defamatory material of any kind.

Security of Personal Data

Hanover Green will use reasonable endeavours to keep secure all information which Users input on this Website (including any linked third party Websites) although it cannot fully guarantee such security as the Internet is not a secure medium of communication. Hanover Green is not, and will not be, responsible for any damages the User may suffer as a result of the loss of confidentiality of any such information.

Governing Laws

The terms and conditions of use of this Website shall be governed by and construed in accordance with the laws of England and the English courts shall have non-exclusive jurisdiction over any dispute relating to these terms and conditions or the use of this Website.

HANOVER GREEN LLP (“HANOVER GREEN”) COMPLIANT HANDLING PROCEDURE

Hanover Green is regulated by the RICS.

In the event of a complaint being made Hanover Green will adopt the following procedures:

1. Robert Senior, Responsible Principal, will deal with the complaint. Contact should be made through any of the following:

Email: rsenior@hanovergreen.co.uk
Address: Sackville House, 40 Piccadilly, London W1J 0DR
Tel: 020 3130 6407

2. If the initial complaint was verbal it should be followed up in writing to Hanover Green.
3. A written complaint will be responded to by Robert Senior in writing within fourteen days with his understanding of the complaint. The complainant will be invited to make further comments.
4. Within twenty eight days of receipt of the complainant's written complaint or its further comments whichever is later, Robert Senior will write to the complainant with the outcome of his investigation into the complaint and will inform the complainant what actions will be taken.
5. If the complaint is made by a Consumer and the complainant remains dissatisfied with any aspect of the internal handling of the complaint, then application may be made to the Centre for Effective Dispute Resolution (CEDR) detailed below:

Centre for Effective Dispute Resolution
International Dispute Resolution Centre
70 Fleet Street
London EC4Y 1EU
T: 0207 536 6000
F: 0207 536 6001
E: info@cedr.com
W: www.cedr.com

6. If the complainant is a Business and is dissatisfied with any aspect of the handling of the complaint then the complainant can refer the complaint to the Arbitration Procedure for Surveying Disputes if it falls within the scope of the Scheme. Details of the scheme operated by the Chartered Institute of Arbitrators may be obtained from:

Arbitration Procedure for Surveying Disputes
IDRS Limited
70 Fleet Street
London
EC4Y 1EU
T: 020 7520 3800
F: 0845 1308 117
E: info@idrs.ltd.uk
W: www.idrs.ltd.uk

7. If the complainant remains unhappy about the way in which the complaint is being handled the complainant should contact the RICS Regulation team:

RICS Regulation
Surveyor Court
Westwood Way
Coventry
CV4 8JE
T: 020 7695 1670
E: regulation@rics.org

ENVIRONMENTAL & RECYCLING

Hanover Green aim to ensure it operates in an environmentally responsible way. Where possible we seek to reduce waste and to recycle. Hanover Green is signed up with City of Westminster recycling scheme.

The use of disposable cups is discouraged. All members of staff have access to kitchen facilities with reusable china crockery. Hanover Green does not use bottled water or single use cups for meetings.

Where possible staff are encouraged to use electronic communications and to avoid unnecessary use of paper, packaging and postage. All project files are held electronically.

ANTI-BRIBERY & CORRUPTION POLICY

Policy Statement

Hanover Green is committed to the prevention, detection and elimination of all forms of corrupt business practice. The principals of Hanover Green do not tolerate any form of bribery or corruption and will strive to ensure that Hanover Green fully meets its obligations under the Bribery Act 2010 and that it carries out its business fairly, honestly and openly.

Purpose

Hanover Green's anti-bribery and corruption policy sets out the framework for the prevention, detection and elimination of all forms of corrupt practice in the conduct of its business, to the benefit of maintaining its good reputation and its client and business partner confidence.

Scope

The Policy applies to all Hanover Green principals and staff including those permanently employed by Hanover Green, temporary agency staff and consultants. Hanover Green also expects its business partners, especially those introducing business to Hanover Green, to promote and follow its policy or equivalent policies of their own. Hanover Green will not do business with third parties which fail to conduct business in a manner which is consistent with its anti-bribery and corruption policy.

Training & Guidance

The principals of Hanover Green are committed to allocating adequate resources to the provision of training to ensure that personnel understand their obligations under the Bribery Act, including the potential sanctions for non-compliance.

Breaches of Hanover Green's anti-bribery and corruption policy will be dealt with under Hanover Green's disciplinary procedures. In the event of criminal conduct Hanover Green will involve the police or other relevant enforcement agencies.

Corporate Hospitality, Promotional Expenditure & Gifts

All Hanover Green principals and staff are aware that they must:

- only offer or accept gifts and hospitality that are customary and reasonable in terms of value and frequency
- never offer or accept any gift or hospitality if it may improperly influence a business decision or impair independence or judgement or give the appearance of doing so.

Incident Reporting

Personnel are encouraged to report potential breaches of the Bribery Act or Hanover Green's antibribery and corruption policy to any principal of the practice.

Monitoring & Supervision

Adherence to Hanover Green's anti-bribery and corruption policy will be monitored regularly internally and any breaches will be reported to the principals.

ANTI-MONEY LAUNDERING POLICY

Hanover Green LLP

Why do we have an anti-money laundering policy?

The law requires Hanover Green LLP (the Firm) to have written policies and procedures in place to combat the risk of the Firm being used for money laundering purposes or for the financing of terrorism (together referred to as money laundering).

This policy together with the corresponding processes document demonstrates the commitment of the Firm to combatting money laundering.

The Firm commits itself to:

- a regular review of the level of money laundering risk which the business faces
- a risk managed view of the level of customer due diligence to be carried out by the Firm determined by how we carry out our business, the geographical area in which the Firm works, and our typical customer base

- an ongoing review of this policy as the business environment changes to ensure the Firm continues to be effective in combatting money laundering

What is money laundering?

Criminals in possession of substantial financial resources, and no reasonable explanation of how they came by such large amounts of cash, draw attention to themselves when they try to spend it. In money laundering terms they hold “dirty” money.

Dirty money attracts suspicion from law enforcement authorities. Therefore money laundering is very important to criminals.

Residential houses and commercial properties are attractive investments to money launderers. Estate agents and conveyancers provide a very effective way of laundering dirty money. Estate agents and lawyers through a property transaction can create a convincing back story of how the criminal acquired the money supported by a trail of electronic and or paper documents showing legitimate transactions.

Criminal proceeds are “cleaned” when the property investment is sold by payment of the money through lawyers’ client accounts. When the sale proceeds are returned to a bank account controlled by the money launderer from the property lawyers’ bank account, it appears to have a legitimate source, and so becomes “clean” money.

Even though a house sale may not make sense because the property is obviously at the wrong price, or the instructions of the customer will result in a financial loss, this does not matter to the money launderer. The apparent loss is the acceptable transaction cost of getting the money cleaned.

Commitments of the Firm

Section 1 Estate Agents Act 1979

The Firm carries on estate agency work within the meaning of Section 1 of the Estate Agents Act 1979. Accordingly, it must comply with the Money Laundering Regulations 2007 and 2017, and must register with HM Revenue & Customs who supervise such estate agency businesses.

The Firm is required to carry out money laundering checks on the customer being the person or entity with whom the estate agency business forms a contractual relationship.

Factors which have been taken into account by the Firm in assessing its risk exposure to money laundering

Typical customer profile: Our typical customer profile is Institutional funds, Property Companies and Major PLC’s. We are aware of the risks involved if we deal with high net worth clients, foreign nationals, serial clients, third party instructions, non-owner occupiers, corporate clients/trusts where the beneficial owners are hidden.

Geographical area: Mainly London and the SE but we are aware of the higher risk if we deal in an area of large urban conurbation with transient population.

How the Firm conducts its business: Most instructions are received face to face and usually from existing known clients. We are occasionally instructed by Third Parties. We do not hold money on behalf of clients.

The Firm will carry out and implement the following processes and controls

Customer Due Diligence

Where the Firm enters into a business relationship with a customer (person or legal entity) which is expected to have an element of duration, then a Customer Due Diligence (CDD) check will be carried out.

CDD will be carried out on each customer on, or as soon as possible after, the date of signing of a confirmation of marketing agreement.

The Firm will ask to see original documents sufficient to establish the name and address of each customer. These documents are needed to prove the customer is who they say they are and lives where they say they live (ID evidence). Copies of the original documents will be taken and retained by the Firm.

Information provided by a corporate entity will be checked by reference to Companies House, client questionnaire and other supporting documents.

The information provided by an individual customer will be verified by using an on-line AML check which uses reliable independent source documents and electronic data bases.

On each instructed transaction the Firm will make enquiries of the customer to establish the reason for the transaction, identifying information which is unusual and may indicate money laundering (Background Notes). Each transaction will be subject to ongoing monitoring to identify a suspicion of money laundering which may arise at any time.

Copies of ID evidence, the result of an on-line AML check, and Background Notes will be retained by the Firm for a period of 5 years.

Appointment of Money Laundering Reporting Officer

The Firm will appoint a Money Laundering Reporting Officer (MLRO). The MLRO will be of sufficient seniority as to make autonomous decisions whether to report a suspicion of money laundering to the National Crime Agency (NCA). The MLRO will not be required to obtain the consent of senior management before making a report to the NCA.

A deputy will be appointed to cover absence of the MLRO through sickness or holidays.

The identity of the MLRO will be made known to all staff members of the Firm. All members of staff will be made aware of their obligations to report suspicions of money laundering, and how to make a report to their MLRO using an Internal Suspicion Report (ISR).

Training

The Firm will carry out regular anti-money laundering training (AML Training) to ensure all staff: are aware of the risk of money laundering; know about and understand the Firm's policy on money laundering; can effectively carry out the firm's controls and processes to combat money laundering.

AML Training will be repeated on a regular basis to ensure all new staff receive training on commencement of employment and training is refreshed not less frequently than every 12 months.

The Firm will keep records of attendance at AML Training which will be retained for a period of 5 years.