

## **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](http://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 Colette Williamson, Principal, Tel: 020 3130 6400, Email: [cwilliamson@hanovergreen.co.uk](mailto:cwilliamson@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](http://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](mailto:rzoers@hanovergreen.co.uk)

Phone: 020 3130 6400

Address: 33 Great Pulteney Street, London W1F 9NP

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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## **Liability**

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In addition, Hanover Green shall not be liable for any third party content submitted or accessed from this website (including material submitted by users) and accordingly, any opinions, advice, statements, services, offers or other information submitted by users, are those of the respective authors and any

reference on this website to any persons, products, websites or services does not constitute or imply their endorsement or recommendation by Hanover Green, its employees, agents or sub-contractors.

### **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") COMPLAINT 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. Guy Milne, Responsible Principal, will deal with the complaint. Contact should be made through any of the following:  
  
Email: [gmilne@hanovergreen.co.uk](mailto:gmilne@hanovergreen.co.uk)  
Address: 33 Great Pulteney Street, London W1F 9NP  
Tel: 020 3130 6400
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 Guy Milne 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, Guy Milne 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](mailto:info@cedr.com)  
W: [www.cedr.com](http://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](mailto:info@idrs.ltd.uk)  
W: [www.idrs.ltd.uk](http://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](mailto: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.