

Privacy Policy

In this Privacy Policy Statement:

(1) Savills means Savills (Hong Kong) Limited and Savills Realty Limited

(2) the Company means Savills (Hong Kong) Limited and Savills Realty Limited

GENERAL

This policy statement provides information on the obligations and policies of Savills, under the Hong Kong SAR Personal Data (Privacy) Ordinance- Cap.486 (the "Ordinance"). Savills is committed to protecting the personal data of individuals and therefore it is the Company policy to ensure its policies and practices in relation to the collection, use, transfer, storage and access of personal data comply with the requirements of the Ordinance.

Where the Company's operations are subject to privacy legislation other than that of Hong Kong SAR, then this policy shall be applied so far as practicable and consistent with such local legislation.

Throughout this policy, the meaning of the term "personal data" is as defined in the Ordinance

TYPES OF PERSONAL DATA COLLECTED

For the purpose of complying with the laws of the Hong Kong Special Administrative Region (including the Estate Agents Ordinance and the prevention of money laundering) and verification of the identity of both the vendor/landlord and the purchaser/tenant, and in order to market properties and provide services, and administrative function of the Company, customer may be required to provide his/her:-

- name;
- telephone number;
- address;
- contact details;
- payment details;
- identity card number;
- passport;
- bank statements;
- credit card; and
- utilities bills.

COLLECTION OF PERSONAL DATA

Customer's personal data will be collected upon:

- signing the estate agency agreement to appoint us as customer's estate agent;
- signing the provisional sale and purchase agreement/tenancy agreement or memorandum of the like;
- purchasing first hand property;
- contacting us for enquiry or complaint;
- participating in our marketing and promotional activities or competitions;
- using or visiting our website.

USE OF PERSONAL DATA

The personal data provided by the customer may be used by the Company for the purpose of:-

- provision of real estate services;
- promotion and marketing of the services, products and/or events of the Company;
- introducing to the customer with his/her consent the following services and products relating thereto (the Company may or may not receive remuneration as a result of any such introduction) :-
 - legal services;
 - mortgage referral;
 - banking;
 - financial;
 - wealth management; and/or
 - insurance;
- compliance with the applicable laws, rules and regulations as well as the guidelines, practice circulars, code of ethics and practice directions issued by the regulatory authorities and applicable to the Company;
- collection of outstanding sums from customer; and/or
- legal proceedings and/or enforcement of judgments and/or orders.

DISCLOSURE OF PERSONAL DATA

All personal data held by the Company will be kept confidential but the Company may, where such disclosure is necessary to satisfy the purpose, or a directly related purpose, for which the data was collected provide such information to the following parties:

- co-operative estate agents;
- law firms;
- banks or financial institutions;
- insurers;
- mortgage referral services providers or;
- wealth management services providers;
- government agencies, regulatory bodies and/or other lawful authorities as required or authorised by law;
- courts, tribunals and/or parties to the legal proceedings.

Personal data may also be disclosed to any person or persons pursuant to any statutory or contractual obligations or as required by court of law, provided such person or persons are able to prove the required right/authority to access such information. In addition, personal data may be disclosed under any of the circumstances described in Part VIII of the Ordinance in which the concerned personal data are exempt from the provisions of Data Protection Principle 3 of the Ordinance.

ACCURACY OF PERSONAL DATA

The Company has certain procedures in place to maintain personal data at a reasonable level of accuracy, completeness and relevancy for the purpose for which the personal data is to be used. The Company aims to keep personal data accurate and up-to-date. However, the Company relies on the customer to disclose all material information to the Company and to inform the Company of any errors or changes in such information.

The Company fully complies with the "Rights of Access and Correction" obligations of the Ordinance. Please refer to the section titled "Access and Correction of Personal Data" below for details on how customer can obtain and correct any customer's personal data that the Company may hold.

RETENTION OF PERSONAL DATA

Personal data of customer will only be retained for as long as is necessary to fulfill the original or directly related purpose for which it was collected, unless the personal data is also retained to satisfy any applicable statutory or contractual obligations, or such longer period as prescribed by applicable laws, rules and regulations as well as guidelines, practice circulars, code of ethics and practice directions issued by the regulatory authorities and applicable to the Company.

DIRECT MARKETING

In accordance with the requirements of the Ordinance, the Company will honour a customer's request not to use his or her personal data for the purpose of direct marketing.

Upon customer's consent, the Company may deliver to customer, through various communication, channels by using email address correspondence, address, mobile phone number telephone number, service number and service account number, various promotion material relating to real estate services.

Customer can at any time send written request to our Data Protection Officer at Savills (Hong Kong) Limited at 23/F Two Exchange Square, Central, Hong Kong or Savills Realty Limited, Whole Block, No. 3 Norfolk Road, Kowloon Tong, Kowloon, , to stop receiving the promotion materials aforesaid or to start receiving the same (if customer has unsubscribed from receiving such materials before).

ACCESS TO AND CORRECTION OF PERSONAL DATA

Under the Ordinance, customer has the right to access and/or correct his/her personal data. Accordingly, customer may write to the Data Protection Officer of Savills (Hong Kong) Limited at 23/F Two Exchange Square, Central, Hong Kong or Savills Realty Limited at Whole Block, No. 3 Norfolk Road, Kowloon Tong, Kowloon. In accordance with the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

ENQUIRES

All enquiries about this statement or personal data shall be addressed in writing to the Data Protection Officer of Savills (Hong Kong) Limited at 23/F Two Exchange Square, Central, Hong Kong or Savills Realty Limited at Whole Block, No. 3 Norfolk Road, Kowloon Tong, Kowloon.

The Company reserves the right to amend this statement and/or any part thereof.

1 Disclaimer

Whilst reasonable care is taken to ensure that the information contained on this website is accurate, we cannot guarantee its accuracy and we reserve the right to change the information on this website (including these terms and conditions) at any time without notice. You must check these terms and conditions for changes each time you intend to use this website.

Savills provides this website on an "as is" basis and makes no representations or warranties of any kind with respect to this website or the content contained on it (including any text, graphics, advertisements, measurements, links or other item) and disclaims all such representations and warranties. Opinions expressed on this website are not statements of fact. In addition, neither we nor any other contributor to this website make any representation or give any warranty, condition, undertaking or term either express or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the content contained on this website or that such content will be accurate, up to date, uninterrupted or error free.

Nothing on this website shall be regarded or taken as financial advice. The information contained on this website is not an invitation to invest in shares of Savills plc and may not be relied upon in connection with any investment decision.

The services listed on this website are only available to persons in the United Kingdom for the following companies: SPF Private Clients Limited, Savills Capital Advisors Limited and Cordea Savills Investment Management Limited. Accordingly the information contained about them does not constitute a solicitation to person outside the United Kingdom and must not be acted upon by such persons.

2 Indemnity

YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE TO WHICH YOU PUT THIS WEBSITE AND ALL THE RESULTS AND INFORMATION YOU OBTAIN FROM IT AND THAT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, REPRESENTATIONS AND TERMS WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

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3 Intellectual Property

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4 Interruptions and Omissions in This Service

Whilst we take every care to ensure that the standard of this website remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this website (or any particular part of it).

5 Invalidity

If any part of our terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

6 Links

This website contains links to third party websites over which Savills has no control. Savills assumes no responsibility for the content of third party websites or for any losses which may arise out of use of a third party website. The presence of a link to a third party does not necessarily mean that Savills endorses that site or has or has not any association with the proprietor of that website.

7 Governing Law

These terms and conditions and your use of this website are governed exclusively by English law and any disputes arising from or in connection with these terms and conditions and your use of this website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8 Data Protection Act 1998 (the Act)

The Savills Group takes the security and privacy of those of its clients and contacts about whom it holds personal information extremely seriously. The Group follows strict security procedures in the storage and disclosure of personal information given to us in order to prevent unauthorised access.

Personal Data is held on our contacts and administration database either because of work we have undertaken or are currently engaged in, or because our clients have indicated that they would be interested in receiving material from us about our business and services. To that end we hold client contact details and the history of our client relationship. This allows us to manage our client relationships effectively and target items of interest so that clients do not receive unwanted material through the post.

In accordance with their rights under the Act, clients may request the amendment of the personal information held and to cease receiving direct marketing materials.

Savills does not sell, rent or otherwise deal in the personal information we hold with third parties. Information may, in the ordinary course of business, move between different companies in the Savills Group or to our contractors, which may involve the transfer of data outside the European Economic Area.

Should such transfer prove necessary, we will always ensure that all members of the Savills Group abide by security and privacy policies which provide at least the level of protection afforded to data subjects in the United Kingdom.