

Rules of Engagement / Secure Processing Policy

AUGSCAPE AUTOMOTIVE LIMITED

Revision Date: 11 November 2022

Car Key Network is a VSO committed to providing an honest and reliable service. A transparent approach to business provides customers with a complete understanding of our services and ethics, conveyed through excellent working practices. We have the belief that customer experience is the driving force of good business. It is with this principle in mind that our working processes have been developed to allow customers of all sizes to experience a reliable and repeatable service. We aim where possible to exceed minimum regulatory requirements with a view to improving the overall baseline within the automotive sector. This includes the development of systems and the implementation of processes where formal regulation does not currently exist.

The United Kingdom currently does not have a CAB or comparable organisation overseeing the registration of VSOs, their trading engagements or the performance of their works. This void provides an unregulated open market in which any person or business can operate as a VSO (by acquiring specialist equipment with the ability to obtain and manage VSD). It also means that private vehicle owners, fleet operators and the wider automotive sector (including automotive OEMs supplying security related parts and information to the market) are unable to determine the credibility of VSOs, or whether they are likely to administer VSII and VSD responsibly. These systematic inadequacies result in the poor administration of VSII and VSD by the automotive sector and allow for criminals and organised crime to operate untraced and at scale.

As a major VSO, we value our customers' security and recognise that whilst performing vehicle security related activities, it is within our means to trade and communicate effectively with other organisations on matters concerning VSII and VSD, to administer VSII and VSD responsibly and manage the risk of VSII and VSD being compromised whilst under our control. This policy has been produced to provide structure to the way we engage with other organisations, with the aim of ensuring that our trading arrangements are honest, legal and non-discriminatory, whilst also aiming to ensure that VSII and VSD is not compromised as a result of our pre-sale activities or the performance of our works.

Signed.



*Kane Robinson, Operations Director
Augscape Automotive Limited (Car Key Network)*



Definitions:

For the purposes of ensuring clarity throughout this document, the following definitions are assigned.

“Approved Client” means:

An entity which has undergone registration with CKN and has been accepted as a Approved Client, see (1.1)

“Approved Delivery Partner/s” means:

A reputable courier company. Approved Delivery Partners currently include: DPD, DHL, UPS.

“Approved Subcontractor” means:

An entity which has undergone registration with CKN and has been accepted as a Approved Subcontractor, see (1.2)

“Approved Supplier” means:

An entity which has been accepted as Approved Supplier, see (1.3)

“CAB” means:

Conformative Assessment Body - An organisation which provides assurance that what is being supplied meets the expectations specified or claimed. Conformity assessment includes activities such as registration, testing, inspection and certification.

“CKN / Our / We” means:

Augscope Automotive Limited T/A Car Key Network. Registered Office: Hedley Court, Boothferry Road, Goole, East Yorkshire, United Kingdom, DN14 6AA. Company Number: 09786940.

“CKN Security Packaging” means:

CKN proprietary packaging developed specifically for the distribution and shipping of SRP, composed of anti-static packaging and containing no VSII.

“Field Location” means:

Any location which is not a Site Location.

“Letter of Authority” means:

A signed letter from an Approved Client confirming: They are the registered owner / keeper / controller of the vehicle, the reason why the V5 Certificate is unavailable and why the SRP order is required.

“Letter of Confirmation” means:

A signed letter from CKN confirming: Our registered company information, contact information, the Client company registered information and a reason why the Part order is required.

“Non-Secure Parties” means:

Any member of the public or, any entity which has not been accepted by CKN as an Approved Client, Approved Subcontractor or Approved Supplier.

“OEM” means:

Original Equipment Manufacturer. In the sense of this policy, an original vehicle manufacturer or their approved retailers (franchisees).

“Part” means:

Any physical component or digital component of an automobile acquired or handled for the purposes of carrying out vehicle repairs or maintenance.

“Repair” means:

Any vehicle security related works performed by CKN.

“Request/s” means:

Any vehicle security related enquiry made to CKN.

“Secure Location” means:

Any commercial facility with 24 hour security operations or, any non-commercial facility outside of a 5 mile radius of where a vehicle relating to the SRP in transit is located.

“Site Location” means:

Any commercial facility owned and/or operated by an Approved Client.

“SRP” means:

Security Related Part - Any Part which contains vehicle specific mechanical or digital security data (VSD).

“VSII” means:

Vehicle Specific Identifiable Information - Any information which relates to a specific, single vehicle or can be used to identify a specific, single vehicle.

“VSO” means:

Vehicle Security Operator - Any person or business performing automobile maintenance and/or repairs which involve access to or, the supply and/or fitment of SRP.

“VSD” means:

Vehicle Security Data - The collective term for all mechanical and digital information relating to the security of a vehicle.

1. Engagement Activities

We recognise that it is within our means to trade and communicate effectively with other organisations on matters concerning VSII and VSD and that there is an element of risk that VSD may be compromised by our engagement activities with other individuals or businesses. Therefore, for the purposes of ensuring that our trading arrangements are honest, legal and non-discriminatory, CKN shall ensure in all cases that:

1.1	<p>In order to be accepted as an Approved Client, an entity must:</p> <ul style="list-style-type: none"> ● Be a limited company (LTD), limited partnership (LLP) or Publicly Traded Company (PLC) registered in England, Wales or Scotland, and... ● Be a VAT registered company holding a valid GB VAT number, and... ● Have submitted their primary contact and billing account information within a CKN Client Application Form, and... ● Submitted as necessary any supporting documentation to be used by CKN management and compliance staff to verify the information provided within a CKN Client Application Form.
1.2	<p>In order to be accepted as an Approved Subcontractor, an entity must:</p> <ul style="list-style-type: none"> ● Be a VAT registered company holding a valid GB VAT number, and... ● Have submitted their personal identification and business trading information within a CKN Subcontractor Application Form, and... ● Submitted as necessary any supporting documentation to be used by CKN management and compliance staff to verify the information provided within a CKN Subcontractor Application Form.
1.3	<p>In order to be accepted as an Approved Supplier, an entity must:</p> <ul style="list-style-type: none"> ● Be an OEM approved retailer (franchisee).
1.4	<p>CKN shall not:</p> <ul style="list-style-type: none"> ● Engage in matters concerning VSII or VSD with any entity which has not already been accepted as an Approved Client, Approved Subcontractor or Approved Supplier.

2. Procurement Activities

We recognise that there is an element of risk that VSD may be compromised during the course of our procurement activities, namely by the sharing of information with unauthorised or unnecessary parties and the collection / delivery of SRP.

Therefore, for the purposes of maintaining written records and to manage the risk that VSD could be compromised as a result of our procurement activities, CKN shall aim to ensure in all cases that:

2.1	<p>All Part orders placed by CKN with external companies are done so exclusively with:</p> <ul style="list-style-type: none">• Approved Suppliers.• Approved Subcontractors.
2.2	<p>Part orders placed by CKN with Approved Suppliers shall be:</p> <ul style="list-style-type: none">• Placed exclusively via email.
2.3	<p>SRP orders placed by CKN with Approved Suppliers shall be:</p> <ul style="list-style-type: none">• Accompanied by a Letter of Confirmation.• Accompanied by a copy of the vehicle's V5 Certificate.• Accompanied by a Letter of Authority in instances where a vehicle's V5 Certificate is not available / accessible. <p>Note: The acceptance of SRP orders is at the discretion of the Approved Supplier.</p>
2.4	<p>Orders made by CKN to Approved Suppliers for the procurement of SRP are recorded, including:</p> <ul style="list-style-type: none">• The Approved Supplier's company name and address.• A relevant description of the items ordered, quantities and values.• The date of order.• A unique CKN reference number.
2.5	<p>Payments made by CKN to Approved Suppliers for the procurement of all Parts shall be:</p> <ul style="list-style-type: none">• Paid directly to Approved Suppliers.

2.6	Where SRP are collected from Approved Suppliers, they shall be: <ul data-bbox="381 205 820 237" style="list-style-type: none">● Collected in person by CKN staff.
2.7	Where SRP are delivered to CKN by Approved Suppliers, they shall be: <ul data-bbox="381 373 1352 451" style="list-style-type: none">● Delivered directly to CKN Operations Depot (Unit 10, Blackwood Hall Business Park, North Duffield, York, YO8 5DD).

3. Distribution & Shipping Performance:

We recognise that there is an element of risk that VSD may be compromised during the course of our distribution and shipping activities, namely by having careless or insecure processes surrounding the movement of SRP from one location to another and allowing SRP to be accessed by unauthorised or unnecessary persons.

Therefore, for the purposes of maintaining written records and to manage the risk that VSD could be compromised as a result of our distribution and shipping activities, CKN shall aim to ensure in all cases that:

3.1	SRP containing VSII on its original packaging shall be: <ul style="list-style-type: none">● Removed from its original packaging.● Repackaged into CKN Security Packaging before distribution.
3.2	SRP distributed by CKN shall be: <ul style="list-style-type: none">● Delivered by CKN staff or by Approved Delivery Partners.● Delivered exclusively to a Secure Location. <p>Note: Where delivered by Approved Delivery Partners; Issued by tracked consignment and hold the relevant levels of consignment value insurance.</p>
3.3	SRP collected by CKN from Clients or a Client's nominated third party for shipment to another location shall be: <ul style="list-style-type: none">● Collected in person by CKN staff or collected and delivered by Approved Delivery Partners.● Delivered exclusively to a Secure Location. <p>Note: Where delivered by Approved Delivery Partners; Issued by tracked consignment and hold the relevant levels of consignment value insurance.</p>

4. Repair Fulfilment Performance:

We recognise that there is an element of risk that VSD may be compromised during the course of our repair fulfilment activities, namely by allowing SRP to be accessed by unauthorised or unnecessary persons.

Therefore, for the purposes of managing the risk that VSD could be compromised as a result of our repair fulfilment activities, CKN shall aim to ensure in all cases that:

4.1	<p>Where a Repair requires the fitment of Parts including SRP, this shall be performed exclusively by:</p> <ul style="list-style-type: none">• Approved Subcontractors.• The Client, if so desired.
4.2	<p>Where the fulfilment of a Repair requires that mechanical or digital VSD is recorded by CKN or our Approved Subcontractors, this data shall be:</p> <ul style="list-style-type: none">• Destroyed or disposed of in a timely and secure manner after the relevant Repairs have been completed. <p>Note: Where requested by the Client to do so; VSD may be recorded and retained in a secure manner for the purposes of aiding future Repairs for the same vehicle.</p>
4.3	<p>Where the fulfilment of a Repair results in a vehicle's existing SRP being replaced or, where existing SRP are damaged or, where existing SRP are no longer required by the Client, these SRP shall be either:</p> <ul style="list-style-type: none">• Destroyed or disposed of in a timely and secure manner after the relevant Repairs have been completed.• Handed directly to the Client for self disposal.
4.4	<p>Where the fulfilment of a Repair takes place in a Site Location, on completion of works, the relevant SRP shall be:</p> <ul style="list-style-type: none">• Handed in person to the Client or their nominated persons by CKN staff or Approved Subcontractors.• Delivered to the Client or their nominated persons in accordance with Section 3.• Left in a Secure Location nominated by the Client.

	<p>Note: CKN staff and Approved Subcontractors and Approved Delivery Partners reserve the right to retain SRP if they believe that the Secure Location nominated by the Client is not sufficiently secure.</p>
4.5	<p>Where the fulfilment of a Repair takes place in a Field Location and requires handover of SRP to the Client, they shall be:</p> <ul style="list-style-type: none">• Handed directly to the Client or their nominated persons by CKN staff or Approved Subcontractor.• Delivered to the Client or their nominated persons in accordance with Section 3 (Distribution & Shipping Performance).