

V: 2nd April 2024



Constantly moving forward

0800 282 440

[www.cmg-org.com](http://www.cmg-org.com)



# Quality Standards

## Insurances

## Compliance

## Certification

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## Accreditations Summary

### ISO 9001, PAS43 NHSSD17

The above accreditations confirm that we are committed to fully trained staff that can work with equipment and in an environment that is safe, controlled, and complies with all legislation required.

**ISO 9001** is one of a series of quality management system standards. This helps us bring out the best in our organisation by enabling us to understand our processes for delivering our products / services to our customers.

**PAS43** (*Publicly Available Specification*) is the safe working of vehicle breakdown, recovery and removal operations. It is an awareness management system specification. The requirements within PAS 43 have been agreed by the major organisations within the breakdown and recovery industry.

**National Highways Sector Scheme 17** sets training level requirements which must be achieved and maintained to continue accreditation.

We use IVR modular training utilising our own & external accredited trainers and our own training facility.  
Institute of Vehicle Recovery Group details can be found at: [www.theivrgroup.com](http://www.theivrgroup.com)

We use Network Training Partnership utilising our own & external accredited trainers and our own training facility.  
Network Training Partnership details can be found at [www.ntplimited.co.uk](http://www.ntplimited.co.uk)

PAS 43 / NHSS are now auditable standards, and CarsQA is the industry specialist in this sector being fully accredited with UKAS to issue accredited PAS 43 / NHSS 17 Certificates which are fully acceptable to all motoring organisation / clubs, Roadwork / Highways Contractors and Police.

The above accreditation is audited 6 monthly by CarsQA

Stewart Usher  
Support Services Manager



**Association of Vehicle Recovery Operators Ltd**



**CERTIFICATE OF MEMBERSHIP 2023**

**THIS IS TO CERTIFY THAT**

***Cowan Recovery T/A CMG***

**IS A MEMBER OF THE ASSOCIATION OF VEHICLE RECOVERY OPERATORS LTD**

CATEGORY:

**GOLD**

MEMBERSHIP No:

**AV08046**



A handwritten signature in black ink, appearing to read 'S. Smith', is written over a light grey rectangular background.

STEPHEN SMITH / AVRO PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE ASSOCIATION AND EXPIRES: January 2024



05/01/19

**Cowan Recovery Limited t/a CMG**

**Became a Member of the Avetta Consortium on:**

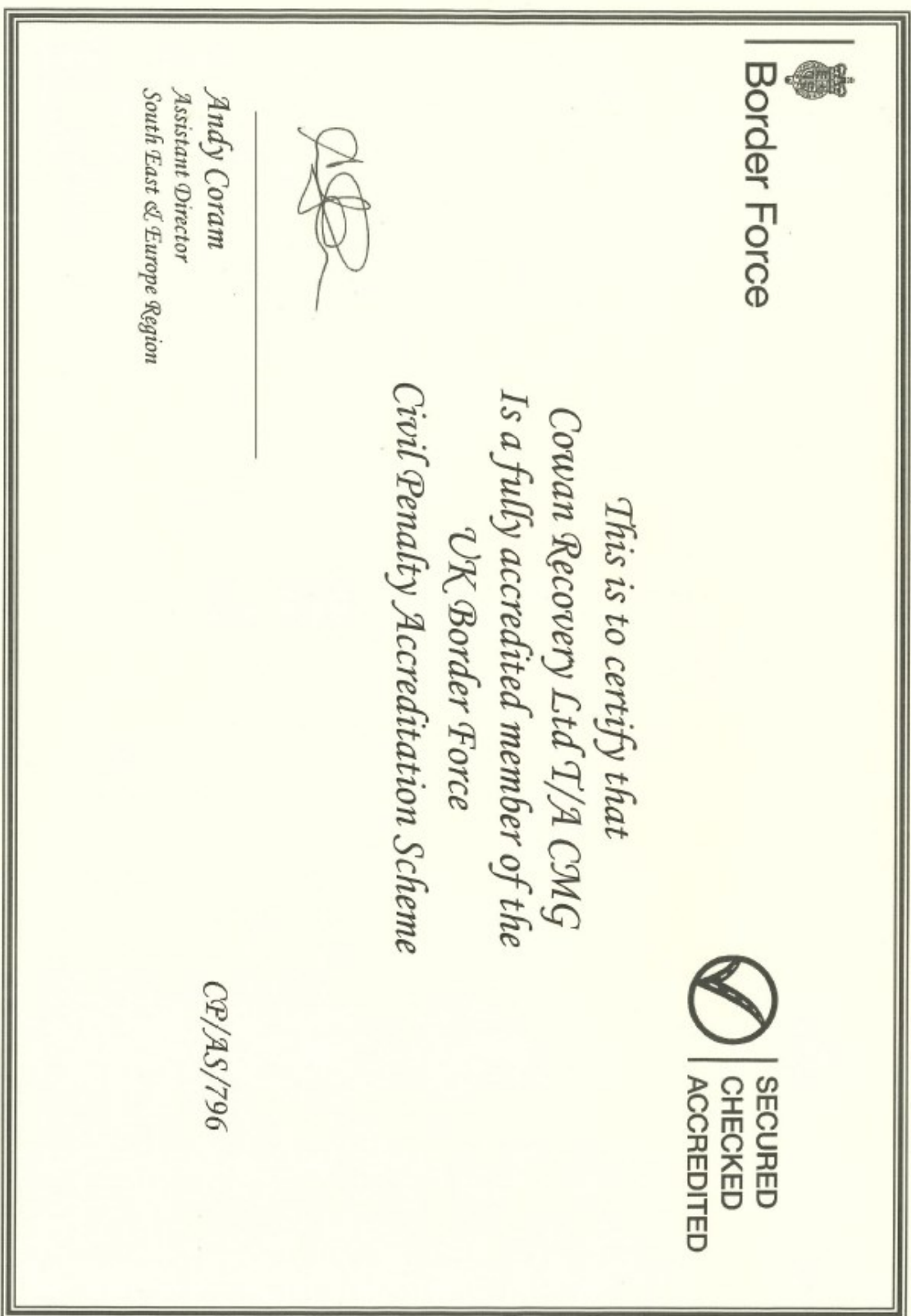
11/25/18

This document certifies that the company above is a Member of the Avetta Consortium. This company will be an authorized user of the Avetta database, as long as a full Avetta membership is maintained.

*John C. Herr*  
John Herr, CEO



*Kevin Berens*  
Kevin Berens, CPO



  
Border Force

  
SECURED  
CHECKED  
ACCREDITED

*This is to certify that  
Cowan Recovery Ltd T/A CMG  
Is a fully accredited member of the  
UK Border Force  
Civil Penalty Accreditation Scheme*



*Andy Coram  
Assistant Director  
South East & Europe Region*

*CP/AS/796*



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 1339144

I hereby certify that

**MULTIDRIVE LIMITED**

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

**COWAN RECOVERY LIMITED**

Given under my hand at Cardiff the 1ST NOVEMBER 1978

P. WALKER

*Assistant Registrar of Companies*

C.172



# Company Information

Company Name	Cowan Recovery Limited
Head Office Address	PO Box 600 Newport Pagnell MK16 8YR
Trading as	CMG CMG Rescue Services, CMG Logistic Solutions, CMG Training Services, CMG Logistic Solutions, CMG-rescue-me & Car Moving Guys
Registered Number	1339144
Registered Office	Church View Chambers 38 Market Square Toddington Dunstable, Beds LU5 6BS
VAT Number	301808296
D&B DUNS® Number	294018783
UTR	47520 05263
SIC	82.990
CPV	34144220-6 / 34130000-7
Employers PAYE Ref:	362/C599
EORI	GB301808296000
Managing Director	Mr J Brice
General enquires	0800 282 449
Fax	01908 216266
E-mail addresses	<a href="mailto:info@cmg-org.com">info@cmg-org.com</a> <a href="mailto:help@cmg-org.com">help@cmg-org.com</a> <a href="mailto:accounts@cmg-org.com">accounts@cmg-org.com</a>





## CMG Competition Law Compliance (policy statement)

CMG t/a Cowan Recovery Limited (referred to as the company herein) is committed to compliance with all laws and regulations governing its business including laws related to competition.

The company does not engage in conduct, which is anti-competitive, nor will it enter into agreements with other companies or organisation's which could, or do, or intend to restrict, prevent or distort competition in any market in which we operate.

Competition law prohibits the following activities:

- a, Anti-competitive agreements which restrict, distort, or prevent competition in the UK.  
Anti-competitive agreements are written or oral agreements (including 'gentlemen's agreements') and decisions or concerted practices, including loose informal understandings, to limit competition between two or more businesses (including firms, companies, and sole traders) which are intended to prevent, restrict or distort competition and may affect trade.
- b, Abuse of a dominant market position affecting trade within the UK.  
A 'dominant market position' means that a business can take business decisions without regard to its competitors or customers, effectively preventing competition in the market concerned. To have a dominant market position, it is not necessary to have eliminated all competition. As a general guide, a market share of 40-50% or more may indicate dominance.
- c, Criminal cartels – price-fixing, limiting supply/production, market sharing or bid-rigging.  
The criminal cartel offence is committed where an individual agrees with one or more other persons to make or implement, or cause to be made or implemented, arrangements that amount to price fixing, supply limiting, quota setting, market sharing or bid rigging in the UK.

### Dealing with specific risks

#### Competitors

Contact with competitors is a necessary part of the company's business but is also something which the Competition and Markets Authority (CMA) would examine very closely. Therefore, as soon as we engage in any contact with a competitor (whether in the context of a tender or otherwise) we are vigilant and consider the situation carefully. This is especially so if both the company and the competitor are participating or about to participate in any related tender.

We do not agree or discuss with a competitor:

- The company's commercial terms and conditions or commercially sensitive information
- Where or with whom, the company does business or suggest, for example dividing up or allocating tenders, projects, territories or customers.  
Do not agree who should bid or not bid for particular contracts, or rotating who should win particular contracts, or discuss the company's appetite or otherwise for any particular tender.  
Do not agree to boycott particular customers, or suppliers or act together to impose conditions on a customer or supplier.  
Do not warn and/or agree with a competitor or new market entrant to 'stay off our patch'



- The price at which The company does business – do not discuss prices, pricing policies, or any individual elements of your prices
- The terms of any tender, including discussing and exchanging information on prices (including a cover price)

Information, either directly or indirectly, concerning recent, current or intended bids

### **Joint working**

If the company and a third party have both expressed a formal interest in the same contract i.e. they have pre-qualified separately and subsequently consider working together in a sub-contractor relationship or a joint venture, the employer/client should immediately be informed.

### **Pricing**

A breach of competition law (and a potential criminal offence) takes place when an activity has the potential to distort the price – even if the price is not actually distorted.

The company does not:

- Take part in any discussions whatsoever with competitors about prices (actual or intended), including the giving or taking of a 'cover-price'.
- Discuss with a contractor, the company's costs or the prices paid to any part of the supply chain (whether or not used)
- Form agreements with competitors to inflate tenders so as to cover the bid costs of those losing the bid.

### **Breaches**

Breaches in respect of any part of this policy have the potential to cause significant reputational damage to the company amongst its industry competitors, service users and before the public.

Any suspected breach of any part of this policy exposes the company to a potential regulatory and/or criminal investigation by the CMA, within which company material can be seized or compulsorily requested and the final outcome of which could be significant financial penalties, restrictions on the company's ability to tender for public sector contracts and more, as well as criminal liability for individuals and the company itself.

Due to the significance of such outcomes, the company will act swiftly to investigate and take appropriate disciplinary action against any employee or contractor acting in breach of this policy. Such investigation may also necessitate the retention and review of material by the company, or any such persons engaged by the company to assist in such an investigation.

The company and its management team fully support this policy and are committed to provide competent personnel and financial resources to implement it.

# Complaints & Issues Policy

## Scope

CMG aims to satisfy all customer expectations no matter what the nature of work carried out. However, it is possible that from time-to-time, aspects of our service may not quite match a client's expectations.

Where this occurs, we need to investigate the causes for concern and work to improve the process and try to satisfy our clients with corrective actions where possible.

Failure to maintain adequate standards can significantly damage our reputation and accordingly would result in a poor relationship or possibly adverse publicity where any areas fall below the required standard.

## Implementation

The Company Directors are responsible for the setting of the policy and its communication to the managers and employees.

The Managers and Supervisors are responsible for the day-to-day implementation of the policy. All employees are required to adhere to the policy and to cooperate with the company.

## Procedure for raising an issue.

CMG ask that any person wishing to raise a concern, document the issue or complaint using our Web site form.

We ask you to provide information in as much detail as possible including;

- Your name.
- Organisation.
- Your contact email address.
- Your vehicle registration plus ours if known.
- The date when the incident occurred.
- A full description of the service that failed; was late; or incomplete; or the damage that occurred such as for example – *right hand passenger side door above the handle damaged* etc. Please include your contact phone number  
Please include any details of CMG employees that you have spoken to. (Names, dates etc.)

We may subsequently ask for any documentation to hand or photographs that support your concern/claim.

The form on our Web site is there for ease of completion. The information provided by you will automatically enter our software and start the process. Your concerns will be dealt with in an independent manner. We would hope to reply and acknowledge registration of your issue together with a unique reference number within 2 working days and try to provide a specific detailed response within a further 7 days including investigating.

*(Our Support Team opening hours are 09.30-16.30 Mon - Fri)*

## CMG Staff Actions

CMG employees must treat any potential or actual complaint seriously and report such incidents. External complainants should be encouraged to use the web site form on all occasions as it has been proven to be the most efficient and quickest method of resolving the problem. Please avoid taking phone numbers with a promise of phoning back as this is not efficient and messages often fail to be passed. Please help any person with an issue, follow the above procedure.

## Investigation Action

Once received the issue will then be passed to a senior manager of staff to carry out a thorough investigation, the senior manager will gather evidence from witnesses and cameras and then pass these findings back to issues, who will then contact Human Resources if any disciplinary procedure is required.



### **Loler / Puwer / Air Vessel / PAT / Fixed ET / Calibration / Hazard / Audit**

We engage Lifting Equipment Specialists Ltd to inspect our equipment both lifting and pulling every 6 months. This includes equipment in workshops and on vehicles.

We have planned maintenance on all our equipment using Lifting Equipment Specialists Ltd & AMD Garage Services & Equipment.

Additionally we have our own in house Property Maintenance team who not only carry out building upgrades and repairs but also look after minor repairs on equipment which in turn is certified and checked.

We run a Fleet maintenance department carrying out regular maintenance to all our fleet. This department have their own workshops with lifts and pits.

We have efficient Light and Heavy workshops for our range of vehicles including brake roller testing, smoke testing and Headlight alignment.

The heavy Fleet workshop building has a long pit over which even the longest vehicle on our fleet can fit.

We have IRTEC & VR24 trained and certificated employee's.

We engage Allianz Engineering to carry out inspections of our air pressure vessels at the agreed inspection intervals.

Annual Portable Electrical testing is carried out by our own Property Maintenance team who are trained and certified.

Fixed electrical testing is carried out by George Godden & Co on a planned regular basis.

Calibration certification is carried out by Oakridge Engineering, ISN Garage Assist.

The company encourages hazard inspections and audits throughout its operations and actively carries out planned and covert observations of staff / procedures to ensure the company maintains the high standards of safety and quality throughout the whole business.

Stewart Usher - Support Services Manager



## Corporate, Social and Ethical Responsibility Policy

CMG recognises that it has corporate, social and ethical responsibilities to its trustees, customers, suppliers, employees and other stakeholders, and is committed to conducting business in a manner which achieves sustainable growth whilst fulfilling legal, moral and ethical obligations.

### Introduction

CMG are one of the United Kingdom's most established and well-respected Operators, with over 40 years' experience in the Vehicle Rescue, Transportation, Network Management and Logistics sectors. We specialise in the provision of cost-effective and flexible solutions to both private and public sector organisations. We aim to achieve our business objectives in a caring and responsible manner, recognising the economic, social and environmental impacts of our activities. Our responsible conduct and customer service ethos has been a strong foundation of CMG's success. For CMG, being socially responsible goes beyond fulfilling legal obligations. It is about maintaining our hard won reputation by demonstrating a commitment to health and safety, our people, local communities, and the environment in which we operate.

### Business Principles

CMG is committed to ensuring that our business is conducted in all respects according to the highest ethical, moral and professional standards, taking into account all appropriate legislation.

### Environment

CMG are committed to the identification, monitoring and minimisation of our environmental impact, namely through the prevention of pollution, a reduction in waste production, and the implementation of good environmental management practices. We are committed to conducting our activities and operations in line with current legislation and best environmental practice, seeking continual improvement and innovation throughout all business activities.

### Health and Safety

CMG are committed to high standards of health and safety practice, recognising both our duty as a responsible employer and the benefits of providing safe working conditions. We aim to achieve continuous improvement in health and safety performance through the use of robust, and where applicable, externally audited health and safety management systems.



### **Transport**

As a responsible vehicle operator CMG fully recognises that motor vehicles are responsible for significant emissions to the atmosphere, and that, by reducing distances travelled, we can benefit the environment. Our policy is to practice proactive fuel management through the efficient planning of delivery and collection routes, driver training, the use of telematics systems to our vehicles and the purchase of the most fuel efficient vehicles and trailers.

### **Suppliers**

CMG is committed to understanding where products are sourced in order to ensure that the principles of environmental sustainability are upheld. In addition, we take all necessary steps to warrant that the welfare of workers and labour conditions within our supply chain meet or exceed recognised standards.

### **Customers**

CMG recognises that our business and livelihood depends on our customers. With this in mind, every employee serves as an ambassador on CMG's behalf, and is therefore individually responsible for ensuring that customer contact is professional and appropriate at all times. We are committed to the provision of service standards which not only meet, but also exceed, the expectations of our customers. Without our customers, we would have no business. If we do not look after them, somebody else will.

### **Community**

CMG endeavours to contribute to the community in which we are based and operate, through the support of community initiatives and local charities.

### **Employees**

CMG provides equal opportunities to all existing and prospective employees, recognising that our reputation is dependent on the quality, effectiveness and skills base of our staff. We are committed to the fair and equitable treatment of all our employees, and specifically to prohibit discrimination or victimisation on the grounds of race, religion, sexual orientation, nationality, or ethnic origin. Opportunities are available to disabled persons in accordance with their abilities and aptitudes on equal terms with other employees. We aim to create, develop and lead highly motivated teams who have up-to-date competencies and skills, and live CMG's values. We will support our people by stimulating positive and responsive communication, supporting learning and development opportunities and encouraging our staff to realise their full potential.

### **Responsibility for this CSER Policy**

Ultimate responsibility for the implementation of this CSER policy rests with the Managing Director. Line Managers are responsible for ensuring that their permanent and temporary staff and contractors are aware of CMG's Corporate Responsibility obligations. This CSER Policy shall be maintained, reviewed and updated annually.



## CMG Crisis Management Strategy Policy

Crisis management for CMG is an essential aspect of risk mitigation and business continuity. Developing a comprehensive crisis management strategy and policy helps us effectively respond to and recover from various crises, including natural disasters, cyberattacks, public relations crises, and more.

### Policy:

#### 1. CMG Crisis Management Team (CMT):

- Managing Director, Operations Director, Heads of Departments, Support Services Manager. IT Director.

#### 2. Risk Assessment:

- CMG have conducted a thorough assessment to identify potential crises that our organisation may face. This includes both internal and external threats. These are addressed in our BCP.

#### 3. Objectives:

- The objectives of our crisis management strategy, is to protect lives, minimise financial loss, maintaining reputation and service levels to our customers and protect the company.

#### 4. Crisis Management Plan:

- Our BCP details how CMG will respond to different types of crises and specific actions to be taken.

#### 5. Communication Strategy:

- The CMT will communicate with all persons concerned during a crisis. Ensure that messaging is consistent and accurate.

#### 6. Training and Drills:

- CMG regularly train out under instruction of the CMT conducting crisis drills to test the effectiveness of the plans helping the team's ability to respond quickly and efficiently.

#### 7. Resource Allocation:

- CMG have the resources required to manage a crisis, such as personnel, technology, and financial resources.

**8. Legal and Regulatory Compliance:**

- CMG ensure that our crisis management plan complies with all relevant laws and regulations.

**9. Business Continuity:**

- CMG have outlined our business continuity plan (BCP) which outlines how critical operations will be maintained or quickly restored during a crisis.

**10. Monitoring and Evaluation:**

- CMG continuously monitor our plan's effectiveness and are ready to adapt and improve it as necessary.

**11. Documentation and Reporting:**

- CMG keep detailed records of all crisis-related activities, including decisions made, actions taken, and communication logs.

**12. Reputation Management:**

- CMG will manage the organisation's reputation in the aftermath of a crisis, which may involve public relations efforts and rebuilding trust.

**13. Review and Update:**

- CMG periodically review and update our crisis management strategy and will revisit the policy to reflect changes in the business environment, technology, and emerging threats.

**14. External Partnerships:**

- CMG have identified and establish relationships with external organisations that can provide support during a crisis, such as emergency services, public relations firms, and legal counsel.

**15. Employee Support:**

- CMG ensure that there are procedures in place to support and communicate with employees during a crisis, including their safety and well-being.

**16. Media and Social Media Monitoring:**

- CMG will constantly monitor media and social media channels for any mention of the crisis and be prepared to respond promptly to rumours or misinformation.





# CERTIFICATE OF ASSURANCE

COWAN RECOVERY LIMITED

38 Market Square Toddington Bedfordshire LU5 6BS

COMPLIES WITH THE REQUIREMENTS OF THE CYBER ESSENTIALS PLUS SCHEME

NAME OF ASSESSOR : Mark Shaw

CERTIFICATE NUMBER : db0ad7ea-2094-40a9-bc90-6a34c87da2d2

DATE OF CERTIFICATION : 2024-01-15

PROFILE VERSION : 3.1 (Montpellier)

RECERTIFICATION DUE : 2025-01-15

SCOPE : Whole Organisation



SCAN QR CODE TO VERIFY THE AUTHENTICITY OF THIS CERTIFICATE

CERTIFICATION MARK



CERTIFICATION BODY



**CyberSmart**

CYBER ESSENTIALS PARTNER



**IASME**  
CONSORTIUM

The Certificate certifies that the organisation was assessed as meeting the Cyber Essentials Plus implementation profile and thus that, at the time of testing, the organisations ICT defences were assessed as satisfactory against commodity based cyber attack. However, this Certificate does not in any way guarantee that the organisations defences will remain satisfactory against a cyber attack.



## Data use in CMG - Overview

CMG view the handing of all forms of Data to be of very high importance. As such we have several procedures and policies and process in place.

Compliance with Data Protection regulations and working to the required standards of the ICO are mandatory in CMG.

CMG work with many authorities, agencies, insurance companies and large businesses who value their data and expect us to meet the highest standards.

CMG operate Apex RMS software as their primary tool for job management. This software requires individual log in with security password rotation along with the need for individual password log in to the computer. This software enables start to finish secure management of each job i.e. creation – dispatch – recovery - control – storing – invoicing. All data entered into this system is secure.

Industry tested security software is also used to protect us from intrusion and malicious attack, this is deployed to all of our network and maintained by our IT department.

Apex Networks managed and hosted the RMS software to an industry approved standard with all the safeguards expected of such software in place as standard.

This software allows photos to be automatically uploaded direct from the roadside operator into the job on Apex RMS. These photographs are secure to the job and any copying/attachment in or out is logged within the software.

Driver operator receive their jobs via their PDA's into their Apex RMS app. This app allows data to be entered such as acceptance, on scene, vehicle condition, photos, outcomes and clear down. The photographic images are not stored on their PDA but transmitted back to the Apex RMS server.

Photography of any subject at CMG other than within the requirements of the individual job is strictly controlled and only authorised personnel can take photographs of vehicles, property and premises.

CMG operate manual job card use for some customer work and these records together with any parking (storage) records and personal details are stored securely at the admin depot locations for the customer required timeframe. Access to these records is restricted to authorised members of staff only.

Disposal of paper records are by means of an accredited secure waste collection service on a formal agreement with waste disposal recorded.

Disposal of phones, PC's, servers etc. is also by means of an accredited secure waste collection service on a formal agreement with waste disposal recorded.



CMG operate a voice recording system on their phone network for training and monitoring purposes and notice if such is advised automatically at the outset of the call.

This data can only be accessed by authorised personnel within CMG.

CMG operate a comprehensive CCTV coverage of their premises and secure storage areas, this can only be accessed by authorised personnel within CMG.

All procedures and policies are trained out on induction and backed up with revisits to the subjects through either training or communication methods regularly.

**Related policies, procedures & certificates:**

- CCTV Policy
- Electronic & Telephonic Communications Policy
- ICO – Data Protection Certificate
- Information Security & Data Protection Policy
- Privacy Notice
- Privacy Policy
- Retention & Disposal Policy
- IT Access Policy



# Drugs & Alcohol Policy

## Policy Statement Aim

The overall aim of the policy is to have a safe and healthy working community in the workplace; this protects and promotes health and safety and thereby sustains health, enhances productivity and strengthens business performance.

This aim has the following objectives:

1. To prevent drugs and alcohol misuse by raising awareness and providing guidance on the symptoms, effects on work and health consequences of both drugs and alcohol; CMG is aware that in some instances, drug and/or alcohol dependency is defined as an illness. CMG actively encourages those employees who are experiencing difficulties with drugs, alcohol, or any other substance to seek help. Where appropriate, we will offer assistance in seeking relevant and evidence based treatment. In these cases normal sickness absence procedures will apply. Confidentiality is assured in these cases.
2. CMG aims to provide a safe, efficient and effective service to all of our customers and will take any action the Company deems to be appropriate to ensure that employees who may attempt to work whilst impaired by the use of substances do not compromise this.
3. It is the purpose of this policy to ensure that the use of alcohol and drugs by any employee or any other person (s) associated with CMG does not impair the safe and efficient running of the business or put at risk the health, safety or welfare of its employees, customers, suppliers or members of the general public

CMG also recognises the importance of balancing respect for individual privacy with the need to maintain a safe, secure and productive working environment free of substance misuse.

*Extract taken from full policy which is available on request.*



This is to certify that

Cowan Recovery Ltd

is a founder member of  
**DVSA Earned Recognition**



Gareth Llewellyn  
Chief Executive, DVSA

24th April 2018

Date

Helping you stay safe on Britain's roads



Keeping Britain moving, safely and sustainably

This is to certify that  
**Cowan Recovery**  
is a member of  
DVSA earned recognition



*Loveday Ryder*  
.....  
**Loveday Ryder**  
Chief Executive, DVSA

19/03/2024  
.....

Date

19/03/2026  
.....

Expiry date





## Environmental and Sustainability Policy

CMG provide a professional service for Recovery & Roadside Assistance service for passenger cars, light and heavy commercial vehicles, aiming to achieve an acceptable service level for customers and requesting organisations. CMG also provides Logistic Solutions, Vehicle Transportation both nationally and internationally together with Call Handling Services.

CMG are committed to sustainable development (meeting the needs of the present without compromising the ability of future generations to meet their own needs) as a guiding principle within our work. Concern for the environment is an integral and fundamental part of this commitment. Our aim is to reduce the impact on the environment from our operations.

Our environmental/sustainability actions aim to promote good governance as well as dealing with aspects of poor practice.

We will continue to assess the environmental impacts of our operations and set objectives and targets in order to improve our environmental performance.

We will regularly review these targets.

We recognise that all our activities interact with the environment and are committed to minimising adverse impacts and improving assistance processes efficiency.

In particular this will be achieved by the following actions:

We will:

- promote responsibility for the environment within the organisation and communicate and implement this policy at all levels within the workforce;
- reduce the use of energy, water and other resources;
- minimise waste by reduction, re-use and recycling methods;
- comply with all relevant environmental legislation/regulation;
- strive to purchase the most efficient and environmentally friendly vehicles as possible which meet with service provision requirements;
- ensure that our policies and services are developed in a way that is complimentary to this policy; not prioritise funding needs ahead of sustainability requirements;
- encourage all departments to commit to the sustainable development philosophy;
- encourage and work with our supply chain colleagues to help them achieve sustainable development in line with our environmental beliefs;
- identify and provide appropriate training, advice and information for staff and encourage them to develop new ideas and initiatives;
- provide appropriate resources to meet the commitments of this policy; and
- promote and encourage involvement in local environmental initiatives/schemes;
- comply with all relevant environmental legislation and regulations, and other requirements to which we subscribe;
- review the actual and potential environmental impacts of all activities, including those that might affect the local community;
- strive for continual improvement in environmental performance through setting objectives and targets and developing key performance indicators;
- employ best practice to prevent pollution, minimise waste and maximise the efficient use of resources (materials, fuel and energy);
- identify and manage key risks and have arrangements in place to respond to all foreseeable incidents and emergencies

Every employee has an individual responsibility to help meet the requirements of this policy.

All employees are invited to contribute ideas for better practices through regular meetings or discussion with their line Supervisors, Managers, right through to, and including the Directors.



## CMG Environmental Stewardship, Social Responsibility & Governance (ESG) Policy Statement

### Policy Scope

This policy applies to all CMG controlled operations.

*For the purpose of this document 'the company' is Cowan Recovery Limited trading as CMG*

### Purpose

This ESG Policy formalises the companies longstanding commitment to responsible business practices in the areas of:

- Environmental Stewardship.
- Social Responsibility.
- Governance, Ethics & Compliance.

It also memorialises our commitment to practice responsible investment by integrating ESG considerations into our decisions and management processes.

### Principles and Strategy

By embedding ESG into our operations and decisions, we create value for our business by driving innovation, expanding our value proposition, deepening relationships with our stakeholders, attracting and retaining top talent, and reducing our capital costs through ESG-related financing.

We maximize the positive impact of our ESG actions and the value they deliver for our business by following four strategic principles:

- 1. Business integration** – Weave ESG into the fabric of our organisation to inform decision-making from the boardroom to all corners of our operations.
- 2. Customer-focused solutions** – Pursue ESG initiatives that add value for our customers, the company and society.
- 3. Innovation** – Unlock new technologies and approaches to solve sustainability challenges.
- 4. Culture & Talent** – Offer a world-class employee experience and engage our employees in delivering on our ESG objectives.

### Oversight and Implementation

The Board of Directors has direct oversight of the company' ESG program. We support our business strategy by establishing ESG goals that are informed by our stakeholder engagement efforts. Our ESG goals are approved and supported by senior management and the board of directors. These are put into action by our colleagues in the field. We annually track data and our progress to report on the outcomes of our efforts across our corporate operations for the three dimensions of ESG.





## Environmental Stewardship

### Our focus:

- Build the company with modern, efficient operations, staying ahead of our customers' needs, while positively impacting the environment and addressing climate change risk.

### Our actions:

- Achieve sustainable growth in new developments and incorporate cutting-edge, efficient technology to benefit our operations and customers.
- Within new developments and existing works, enable more efficient operations, promote health and well-being of our customers, employees, deliver sustainability benefits that enhance profitability and reduce environmental footprints. Some measures can include responsibly sourced vehicles and materials, continual development and participation to bring Heavy & Light goods vehicle operations closer to zero emissions, decreased water and energy usage, lower carbon footprints and enhanced biodiversity that benefit our customers, our employees, our surrounding communities and the environment.
- Seek and deploy innovative technologies to future-proof and enhance the resilience of our operations to unpredictable changes in the climate or the environment.
- Use the company Environmental Management System (EMS) that is implemented, maintained, and continually improved.
- Continually review our environmental impact within all sites and operations.
- Engage suppliers, customers, and employees around vehicle emissions, packaging, waste segregation with correct disposal methods.
- Preserve and promote the protection the Environment within our own business activities, as well as those of our supply chain, in accordance with Environmental & Sustainability Policy.

## Social Responsibility

### Our focus:

- Deepen relationships with our key stakeholders by investing in our employees and partnering with our customers, communities, investors and suppliers.

### Our actions:

- Engage with our employees to provide a challenging, dynamic, inclusive and diverse work environment that supports their professional development, as well as promoting a good work-life balance that prioritises their overall health and wellness.
- Support initiatives that benefit the environment, human welfare and education. This includes skills trainings that advance workforce talent pipelines for our employees and economic development in the communities in which we operate.
- Engage suppliers, customers and employees around safety, health & wellness.
- Preserve and promote the protection of human rights and welfare within our own business activities, as well as those of our supply chain, in accordance with our Equality & Diversity, Health & Safety, Health & Wellbeing, Flexible Working, various Human Resources, Financial Fraud, Supply Chain Charter, and Modern Slavery Polices.



## Ethics & Governance

### Our focus:

- Promote strong oversight, transparency, and risk management at all levels of our organisation, ensuring the resilience and long-term preservation of value for our business.

### Our actions:

- Maintain strong corporate governance practices through exemplary board stewardship, management accountability, and proactive risk management.
- Mitigate risk exposure and build our resilience to climate change and other catastrophic events through foresight planning and preparation in both our operations and equipment.
- Maintain high ethical standards with leadership that promotes a culture of integrity.
- Cultivate strong stakeholder relationships through transparency, open communications, and responding to stakeholder input.
- Establish clear and effective governance for ESG.

## Responsible Investment

### Our focus:

- Integrate the fundamental principles of ESG, as stated in this policy, when considering investment decisions and managing existing investments & initiatives.

### Our actions:

- Incorporate ESG principles into investment and project analysis with decision making processes and ownership policies and practices in alignment with our core business practices. This includes the inclusion of ESG issues within our standard evaluation process for all developments, projects, and acquisitions.
- Invest in efficiency measures to enhance the operational efficiency of operations to help our customers achieve lower costs and lower environmental impacts without loss of efficiency.
- Promote acceptance and implementation of ESG principles within our industry.
- Preserve and promote the universal call to action an end to poverty, protect the planet, and ensure that by 2030 all people enjoy peace and prosperity. human rights and welfare within our own business activities, as well as those of our supply chain, in accordance with our Monitoring and Enforcement and our Sustainable Development Goals statement.

The company seeks to proactively prevent and mitigate instances of non-compliance with this ESG policy.

- ⇒ If an employee or external party has an ethics-related question or concern, they are encouraged to contact the company.
- ⇒ If an employee or external party has a safety-related question or concern, they are encouraged to contact the company.



## Equality and Diversity Policy Statement

CMG will ensure that no partner, customer, employee or job applicant is discriminated against or receives less favourable treatment on the grounds of:

Gender, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation (including gay men, lesbians, bisexuals), gender re-assignment, responsibility for dependants, age, political activities, religious beliefs, spent offences or any other reason which cannot be shown to be justified.

CMG believes in a fair and diverse society that gives everyone an equal chance to live, work and learn free from discrimination, prejudice and harassment.

CMG also recognises that unfair discrimination affects people in complex ways and that, individuals and/or groups of people can suffer discrimination and receive less favourable treatment through multiple forms of discrimination. It also recognises that failing to recognise cultural diversity has an adverse impact on the business and the workplace

CMG strives to eliminate all forms of unfair discrimination. In order to do this, it recognises that this requires not only a commitment to remove discrimination, but also action through positive policies to redress the inequalities that may have occurred in the past.

CMG will strive to meet all its legal duties including those under the following and any subsequent legislation or regulations:

Equality Act 2010 (*this act notes and encompasses all listed below*)

Race discrimination – Race Relations Act 1976 (amendments 2000)

Sex discrimination – Sex Discrimination Act 1975 (including Gender Reassignment Regulations 1999

Discrimination on the grounds of gender, gender identity – Equality Act 2006

Discrimination against transgender people - Sex Discrimination (Gender Reassignment) Regulations 1999

Employment Equality (Sexual Orientation) Regulations 2003

Employment Equality (Religion or Belief) Regulations 2003

Disability discrimination – Disability Discrimination Act 1995 (amendments 2005)

Discrimination against people with criminal records - Rehabilitation of Offenders Act 1974

Discrimination against people belonging to a (particular) Trade Union – Trade Union and Labour Relations (Consolidation) Act 1992

Age Discrimination - Employment Equality (Age) Regulations 2006 European Union Directives and Codes of Practice.



## CMG EV-Hybrid Alternatively Powered Vehicle Statement

CMG is a professional, accredited vehicle transportation and vehicle roadside recovery business which recognised many years ago the importance of having all employed operational staff trained to a formal training programme regarding the safe handling of vehicles.

This now especially essential regarding the storage of alternatively powered vehicles such as electric and hybrid vehicles.

We are continually implementing Alternatively Powered Vehicle training courses for Electric and Hybrid powered vehicles at Level 2 and Level 3.

These have been sourced from readily accessible UK based, Recovery and Transport experienced EV & Hybrid vehicle training providers.

The Company's ongoing Training Plan objectives of ensuring that all employed operational staff are assessed to a Level 2 standard (*Assessed to work safely with low voltage systems*) is underway and has already in place 9 senior members of supervisory management and operators trained to the IMI Electric & Hybrid Vehicle Level 3 (*Assessed to work safely with high voltage systems and shut down*).

The ignorance of any potential clear and present dangers (i.e., electrocution and battery fire) through a lack of any information, instruction, and training of handling electric and hybrid powered vehicles by roadside recovery operators and transportation companies who willingly do so; subsequently risk their employees' health and safety whilst at work.

This we find is completely inexcusable.



## Fire Procedures and Responsibility Policy Statement

In the event of fire, the safety of life overrides all other considerations, such as saving property and/or extinguishing the fire.

If a fire is discovered, the alarm should be raised immediately. This should be the first action taken on discovery of any fire, however small. CMG refutes the notion that the alarm should be raised only in the event of a large fire. All employees are empowered to take this action if they believe there is a fire; no authority should be sought from any other person. CMG will always support employees who operate the fire alarm system in good faith, regardless of whether or not it is ultimately determined that a fire existed.

Responsibility for summoning the fire service is outlined in the fire procedures. The person responsible is as stated on the fire action procedure notice displayed in every work location.

CMG does not require persons to attempt to extinguish a fire, but extinguishing action may be taken if it is safe to do so. Guidance on the circumstances under which fire fighting should be avoided or discontinued will be included in staff fire safety training.

Immediate evacuation of the building must take place as soon as the evacuate signal is given. All occupants, on evacuation, should report to the pre-determined assembly points, which is as stated on the fire action procedure notice displayed in every work location.

Re-entry of the building is strictly prohibited until the fire service officer in charge declares it is safe to do so. Silencing of the fire alarm system should never be taken as an indication that it is safe to re-enter the building. Employees should report any concerns regarding fire procedures, so CMG can investigate and take remedial action if necessary.

### **The Arrangements for Securing the Health & Safety of Workers**

CMG will, in consultation with employees and their representatives:

- ensure any deaf persons on the premises are aware of the activation of the fire alarm, and that disabled persons are given assistance to evacuate the building
- appoint persons to be responsible for specific procedures in the event of fire, including:
  1. the person responsible for summoning the fire rescue service
  2. fire wardens
  3. those responsible for carrying out roll calls or supervising evacuation assembly points
  4. fire incident controllers responsible for liaising with the fire service on arrival
  5. security personnel

- regularly staged fire evacuation drills, inspect the means of escape, and test and inspect fire-fighting equipment and fire warning systems
- inspect the means of escape
- test and inspect fire-fighting equipment and fire warning systems
- provide adequate fire safety training to employees, plus specialist training to those with special responsibilities.

### Safe System of Work

- Activate the nearest and/or safest fire alarm on discovery of any fire, however small. Do not wait until you have informed another person, such as a manager, control centre, fire warden, etc.
- If fire procedures involve informing a continuously manned location on site (like Control), do so, provided this action is undertaken from a place of safety after operating the fire alarm system.
- Do not rely on automatic fire warning systems. Summon the fire service without delay by the usual method as automatic methods of transmission can fail.
- Only attempt to extinguish a fire if it is safe to do so. Guidance on the circumstances under which fire fighting should be avoided or discontinued is included in staff fire safety training.
- Evacuate the building as soon as the evacuate signal is given. Employees should be familiar with the procedure through the staging of regular fire evacuation drills. Do not wait to conclude meetings or telephone calls or to collect belongings.
- Switch off any equipment which, if left unattended, may itself constitute a fire hazard.
- As you make your escape, close doors, particularly those designated as fire resisting doors.
- Report to the pre-determined assembly points. Do not re-enter the building until the fire service officer in charge declares it is safe to.
- Fire wardens. Check that each area of the building has been evacuated and report this to the nominated persons at the designated evacuation assembly points.
- Fire incident controller. Liaise with the fire service on attendance and arrange such assistance from the organisation as the fire service may require.

### Summary Policy Statement

In the event of fire, the **three** most important actions are, in chronological order, to:

1. to raise the alarm
2. to summon the fire rescue service
3. to evacuate the building — attempts to extinguish the fire should only be made if it is safe to do so.



**FORS**  
FLEET OPERATOR  
RECOGNITION SCHEME

# FORS Bronze

## Cowan Recovery Ltd t/a CMG

has been assessed and has met the Bronze level requirements of the Fleet Operator Recognition Scheme (FORS).

Single Operating Centre Accreditation applies to the following location only: MK14 5AA

This certificate is valid from 18/07/2023 to 17/07/2024 and remains valid as long as FORS requirements continue to be maintained.

Ian Henderson  
on behalf of the Fleet Operator Recognition Scheme

FORS ID : 004920

Page 1 of 2



## CMG Fraud Policy Statement

### Background

1. CMG has a commitment to high legal, ethical and moral standards. All members of staff are expected to share this commitment. This policy is established to facilitate the development of procedures, which will aid in the investigation of fraud and related offences.
2. The Board already has procedures in place that reduce the likelihood of fraud occurring. These include standing orders, documented procedures and systems of internal control and risk assessment. In addition the Board tries to ensure that a risk (and fraud) awareness culture exists in this organisation.
3. This document statement, together with the Fraud Response Plan, is intended to provide direction and help to those managers and directors who find themselves having to deal with suspected cases of theft, fraud or corruption. These documents give a framework for a response and advice and information on various aspects and implications of an investigation.

### Fraud Policy

4. This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, and/or any other parties with a business relationship with this company. Any investigative activity required will be conducted without regard to any person's relationship to this company, position or length of service.

### Actions Constituting Fraud

5. Fraud comprises both the use of deception to obtain an unjust or illegal financial advantage and intentional misrepresentations affecting the financial statements by one or more individuals among management, staff or third parties.
6. All Managers and Supervisors have a duty to familiarise themselves with the types of improprieties that might be expected to occur within their areas of responsibility and to be alert for any indications or irregularity.

### The Board's Policy

7. The Board is absolutely committed to maintaining an honest, open and well-intentioned atmosphere within the organisation. It is therefore also committed to the elimination of any fraud within the organisation, and to the rigorous investigation of any such cases.
8. The Board wishes to encourage anyone having reasonable suspicions of fraud to report them. Therefore it is also the Board's policy, which will be rigorously enforced, that no employee will suffer in any way as a result of reporting reasonably held suspicions.
9. All members of staff can therefore be confident that they will not suffer in any way as a result of reporting reasonably held suspicions of fraud. For these purposes reasonably held "suspicions" shall mean any suspicions other than those, which are raised maliciously and found to be groundless.



## 1. Introduction

1.1 This plan deals mainly with the responsibilities of all staff in deterring losses. The document deals mainly with the internal response and actions that we need to take within the company to both deter fraud, and to respond to any suspicion of it that comes to our attention. That said, it is important to remember that fraud could be carried out by people outside the Company and we each of us need to be aware of this in our dealings with external parties.

1.2 Any suspicion of fraud will be investigated as set out in this plan. Any proven instance of fraud will result in disciplinary action being taken against any member of staff involved. It is the policy of CMG to notify the police in circumstances where there is evidence that a crime may have been committed.

## 2. What is fraud?

2.1 For practical purposes, so far as this document is concerned, fraud may be taken to mean the use of deception with the intention of obtaining an advantage, avoiding an obligation or causing loss to another party.

2.2 The essential elements of fraud are dishonesty, which can include non-disclosure of important facts, and deprivation or risk of deprivation.

2.3 The term is used to describe such acts as deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion.

## 3. Responsibilities

3.1 Individual members of staff are responsible for:

- Acting with propriety in the use of official resources and in the handling and use of company funds, whether they are involved with cash or payments systems, receipts or dealing with contractors or suppliers.
- Reporting immediately to their line manager or next most senior manager if they suspect that a fraud has been committed or see any suspicious acts or events.
- In addition to those individual responsibilities, managers are responsible for:
  - Identifying the risks to which systems and procedures are exposed.
  - Developing and maintaining effective controls to prevent and detect fraud.
  - Ensuring that controls are complied with.

## 4. Objectives of this Plan

4.1 The objectives of having a widely circulated and understood response plan are:

- To deter fraud by publicising steps that will be taken if any is discovered.

- To set out managers' responsibilities in this area.
- To set out clear guidance on the appropriate steps to be taken if employees become aware of, or suspect that, fraud may be taking place.

4.2 The steps set out in the plan have been devised with the aims of:

- Minimising delay in taking any appropriate action:
- Reducing the impact of any fraud which takes place.
- Ensuring that any possible frauds are investigated.
- Preventing or minimising losses of funds.
- Maximising the possibility and amounts of recovery.
- Identifying perpetrators of fraud and increasing the likelihood of successful disciplinary or legal action.
- Minimising the possibility of adverse publicity.
- Ensuring that lessons learned from any instances of suspected fraud are acted upon.

## 5. Reporting

5.1 Immediately that fraud is discovered or suspected, the matter should be reported to your line manager or a person nominated by them, who will cascade the issue upwards and include notifying HR for a decision on what further action is appropriate.

## 6. Immediate Considerations and Actions

6.1 The primary objective should be to ensure that funds are protected. So, the initial investigation should attempt to determine whether there is any possibility of further offences taking place. If there is thought to be any possibility of recurrence, then actions which should be considered include:

- Freezing bank accounts / pausing processes.
- Suspending BACS or cheque payments.
- Suspending individuals.

## 7. Enquiries

7.1 Enquiries into the possibility of fraud taking place should be begun without delay. Facts need to be established, steps taken to protect any individual who may have been unwittingly involved and to ensure that any evidence that is discovered can be used in any subsequent action that might be necessary. To assist in this, it may be appropriate to involve the Police where there is evidence that a criminal offence may have taken place.



## 8. Recovery Action

8.1 Prompt action is likely to be important in maximising recovery of any funds which have been lost or are thought to be vulnerable as a result of the fraud.

8.2 Consideration should be given to involving other parties such as:

- The Bank Manager to discuss the desirability or possibility of recalling BACS/CHAPS payments, cancelling cheque payments or processes.
- Company Accountants and Insurance experts

## 9. Disciplinary/Legal Action

9.1 Where evidence of fraud is discovered and those responsible can be identified:

- Appropriate disciplinary action will be taken in line with the disciplinary procedure, which is set out in the Employee Handbook.
- When legal action is considered appropriate, full co-operation will be given to investigating and prosecuting authorities.

## 10. Further Action

10.1 A full report on the circumstances and outcome of any fraud or suspected fraud will be produced and submitted to the Board. The report will cover the identification of any shortfall in current procedures which contributed to the incident, recommendations on actions which could be taken to prevent or reduce the effect of any future occurrence and who will be responsible for considering these.



## CMG GDPR Statement

At CMG, we take data protection and privacy seriously. We are committed to complying with the UK General Data Protection Regulation (UK GDPR) and ensuring the security and protection of the personal data we collect and process.

### Our Commitments:

1. **Data Privacy:** We respect your privacy and handle your personal data with care and transparency.
2. **Lawful Processing:** We only collect and process personal data when we have a lawful basis to do so and for specific, legitimate purposes.
3. **Data Minimisation:** We collect and retain only the data necessary to fulfil our purposes and minimise data collection whenever possible.
4. **Security:** We implement robust security measures to protect your personal data from unauthorised access, disclosure, alteration, and destruction.
5. **Transparency:** We provide clear and concise information about how we use your data through our privacy policy and notices.
6. **Data Subject Rights:** We respect your rights under the UK GDPR and ensure you can exercise them easily.
7. **International Data Transfers:** If we transfer data internationally, we ensure adequate safeguards are in place to protect your data.
8. **Data Protection Officer (DPO):** We have appointed a Data Protection Officer who oversees our data protection efforts.

### How to Contact Us:

If you have any questions or concerns about how we handle your personal data or wish to exercise your data subject rights, please contact us at [cmg-org.com](https://cmg-org.com) (0800 282449)

### Privacy Policy:

For more detailed information about our data processing activities, please refer to our privacy policy, which is available on our website [[cmg-org.com](https://cmg-org.com)].



## Health and Safety General Policy

CMG believes that one of its most important functions is the prevention of accidents and ill health. We do not wish any of our employees or any other person to suffer as the result of activities or work processes. To this end, we intend to comply rigorously with all Health and Safety Legislation, Codes of Practice and best guidance and work methods available.

The Health and Safety Policy and manuals we have prepared indicate the ways in which we intend to meet with legal requirements.

Legislation requires that, as an employer, we prepare a statement of General Policy with respect to the Health and Safety of our employees, together with details of the organisation and arrangements that we have set up to carry out that policy.

Therefore, we provide, so far as is reasonably practicable:

- A safe system of work.
- Safe plant and equipment.
- Safe means of handling, transporting articles, substances and people.
- Adequate training, instruction, information and supervision.
- A safe place of work with safe access and egress.
- A safe and healthy environment.
- Adequate welfare facilities.

We also ensure, so far as is reasonably practicable, that the way we carry out our work does not affect the Health and Safety of persons who are not our employees, for example, visitors and contractors.

It is also recognised that where we produce articles and substances for use at work, or we erect or install any plant or equipment, we have a duty to ensure the Health and Safety of those who use them and make available all the required information for their Health and Safety.

We remind you, our employees, of your duty to look after your own Health and Safety and ensure that you do not endanger others and that you must co-operate with us, as your employer, in meeting our legal obligations.



## Health and Safety Statement of Intent

1. It is our firm intention to enforce appropriate measures to control and monitor Health & Safety procedures as a vital part of running CMG as an efficient and successful operation.
2. Therefore, so far as is reasonably practicable, CMG:
  - a. Ensures that equipment and working practices are safe and offer no hazard and risk to Health & Safety.
  - b. Ensures that all necessary precautions are taken in respect of the safe use, handling, storage and transport of materials and substances.
  - c. Provides such information, instruction, training and supervision as is necessary to ensure the Health & Safety at work of all staff.
  - d. Maintains all places of work, work equipment and transport under its control in a safe condition, free from risk to Health & Safety.
  - e. Provides adequate facilities for the welfare of its staff.
  - f. Safeguards the Health & Safety of visitors, contractors and of any members of the general public who could be affected by its activities.
  - g. Provides all necessary information relating to Health & Safety in respect of procedures and services.
  - h. Reviews and updates the policy as and when necessary particularly in respect of major changes within the Company and / changes in legislation and brings these changes to the attention of the staff.
  - i. Ensure that all staff are mindful of their Health & Safety responsibilities and co-operate with management in its efforts to fulfil the above policy.
  - J. Ensures the policy is monitored in the workplace.
  - K. Expects all of our employees at all times to drive safely, efficiently, economically and with consideration to all other road users and pedestrians.



# Data Protection Registration Certificate

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## COWAN RECOVERY LIMITED

THE WALNUTS  
WOLVERTON ROAD  
BLAKELANDS  
MILTON KEYNES  
MK14 5AA

Registration reference: Z5975930  
Date registered: 07 November 2001  
Registration expires: 06 November 2024



Issued by: Information Commissioner's Office,  
Wycliffe House, Water Lane, Wilmslow, Cheshire  
SK9 5AF

Telephone: 0303 123 1113  
Website: [ico.org.uk](http://ico.org.uk)



ERNEST | R | SHAW

AN  NFP COMPANY

9 Caroline Point,  
62 Caroline Street,  
Birmingham, B3 1UF

T: 0121 236 1345

F: 0121 236 1231

E: [info@ernestrshaw.co.uk](mailto:info@ernestrshaw.co.uk)

W: [www.ernestrshaw.co.uk](http://www.ernestrshaw.co.uk)

26 April 2023

**TO WHOM IT MAY CONCERN**

Dear Sirs

**Our Client: Cowan Recovery Ltd t/as CMG**

We act as Insurance Brokers to the above and detail below the cover arranged on their behalf. All details supplied are given subject to the application of all terms, exceptions and conditions which form part of the policy documents.

**Employers Liability**

Insurer: Aviva Insurance UK Ltd  
 Policy Number: 100602113CMT  
 Expiry Date: 29 April 2024  
 Limit of Indemnity: £10,000,000 any one claim or series of claims arising from the same cause.  
 Indemnity to Principal: The policy indemnifies any principal on whose behalf the Insured is undertaking work in connection with their business

**Public/Products Liability**

Insurer: Aviva Insurance UK Ltd  
 Policy Number: 100602113CMT  
 Expiry Date: 29 April 2024  
 Combined Limit of Indemnity: £10,000,000 each and every occurrence, and in the aggregate in any one period of insurance in respect of products liability  
 Excess: £1,000 each and every claim in respect of third party property damage  
 Indemnity to Principal: The policy indemnifies any principal on whose behalf the Insured is undertaking work in connection with their business

**Material Damage**

Insurer: Aviva Insurance UK Ltd  
 Policy Number: 100602113CMT  
 Expiry Date: 29 April 2024  
 All Risks Cover of Customers  
 Vehicles on Premises: £9,609,408  
 Cover of Customers  
 Personal Effects: £25,000  
 Excess: £5,000 each and every claim

Ernest R Shaw (ERS), an NFP company, is authorised and regulated by the Financial Conduct Authority. Our FCA number is 310789. ERS's registered office is located at Mead Court, 10 The Mead Business Centre, 176-178 Berkhamstead Road, Chesham, Buckinghamshire, HP5 3EE. Our company house reference number is: 812154





**ERNEST | R | SHAW**

**AN NFP COMPANY**

**Professional Indemnity**

**Insurer:** Burns & Wilcox  
**Policy Number:** PIP16001868-2301  
**Expiry Date:** 29 April 2024  
**Limit of Indemnity:** £2,000,000 million any one occurrence and in the aggregate in any one period of insurance, Defence Costs in Addition  
**Excess:** £500 each and every claim, Not Applicable to Defence Costs  
**Territory:** Worldwide excluding USA/Canada  
**Jurisdiction:** Worldwide excluding USA/Canada

**Road Risk**

**Insurer:** Aviva Insurance UK Ltd  
**Policy Number:** 100602113CMT  
**Expiry Date:** 29 April 2024  
**Comprehensive Road Risks**  
**Cover of Customers**  
**Vehicles:** Unlimited  
**Goods in Transit for**  
**Customers Vehicles:** £5,000,000  
**Customers Commercial**  
**Loads:** £500,000  
**Excess:** £5,000 each and every claim for all Commercial Vehicles  
 £1,000 each and every claim for all Non-Commercial Vehicles including 4 x4's

**Marine (Goods in Transit)**


**Insurer:** Lonhams Marine  
**Policy Number:** 116863  
**Expiry Date:** 29 April 2024  
**Territorial Limit:** UK & Europe  
**Carriers Condition**  
**Limit:** £500,000 any one load (RHA haulage)  
**Excess:** £250 each and every loss but £500 each and every loss in respect of Deterioration

**Legal Liability Uplifted to Full Value**

**Limit:** £5,000,000 any one vehicle transporter  
**Limit:** £150,000 any one vehicle carried by subcontractors  
**Excess:** £2,500 each and every loss  
**Limit:** £250,000 any one load (Boats)  
**Limit:** £300,000 any one load (Caravans and Motorhomes)  
**Limit:** £500,000 any one load (Plant & Machinery, Equipment & Temporary Structures)  
**Excess:** £500 each and every loss

Yours faithfully  
For Ernest R Shaw Ltd

*S Smith*

Shawnette Smith  
 Commercial Department  
 Direct Dial 0121 262 2833



## Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

<b>Policy Number</b>	100802113CMT
<b>Name of Policyholder</b>	Cowan Group Ltd Cowan Recovery Ltd t/as CMG CMG Rescue Services CMG Heavy Rescue Ltd CMG Training Services CMG Logistic Solutions CMG-rescue-me Car moving guys Ltd Dealemoves.co.uk
<b>Date of Commencement of Insurance</b>	30 April 2023
<b>Date of Expiry of Insurance</b>	29 April 2024

We hereby certify that subject to paragraph 2

- (1) the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guemsey and the Island of Alderney (b)
- (2) the minimum amount of cover provided by this Policy is no less than £5million (c)

Signed on behalf of: **Aviva Insurance Limited** (Authorised Insurer)

Authorised Signatory  
Adam Winslow  
CEO, UK & Ireland General Insurance

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.  
Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## CERTIFICATE OF MOTOR INSURANCE

CERTIFICATE NUMBER 100602113CMT EXCLUSIONS

The policy does not cover use:

- for the carriage of passengers for hire or reward (other than in a Recovery Vehicle in the circumstances permitted under Recovery Vehicle Taxation Class)
- in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such events
- whilst drawing a greater number of trailers than is permitted by law
- to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority which was not the property of the Policyholder or in his custody or control at the time of seizure.

**CMT100**

**1 DESCRIPTION OF VEHICLES**

- (a) Any motor vehicle the property of the Policyholder
- (b) Any motor vehicle in the custody or control of the Policyholder in connection with their business as UK/EU 24/7/365 Roadside and rescue Police contractors

Service and repair

Haulage/vehicle logistics but excluding

- any steam driven vehicle
- any Goods-carrying Vehicle whilst being used for hire or reward but use of Recovery Vehicles licensed under the Recovery Vehicle Taxation Class (i) under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to such licences is not deemed to be use for hire or reward
- any vehicle hired by the Policyholder under a hire purchase, leasing or contract hire agreement to any partner, director or Employee of the Policyholder unless the vehicle is in the Policyholder's custody or control for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment
- any vehicle used in connection with any Self-drive Hire, leasing or contract hire business operated by the Policyholder, while such vehicle is hired or leased to a customer of the Policyholder

**2 NAME OF POLICYHOLDER**

See Over

**3 EFFECTIVE DATE OF THE COMMENCEMENT OF INSURANCE**

30 April 2023

**FOR THE PURPOSE OF THE RELEVANT LAW**

29 April 2024

**4 DATE OF EXPIRY OF INSURANCE**

**5 PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE**

For demonstration, tuition or official test:

- (a) The Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment in connection with The Business who is driving on the Policyholder's order or with the Policyholder's permission.
- (b) Any other person driving with the Policyholder's permission who is accompanied by a person entitled to drive as described in (a) above or by an Official Examiner.

For the purposes described in 5(a) below:

- The Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment in connection with The Business who is driving on the order of or with the Policyholder's permission.

For the purposes described in 5(b) below:

- The Policyholder or any partner or director of the Policyholder or their spouses or any person in the Policyholder's employment in connection with The Business who is driving with the Policyholder's permission.
- The Policyholder or any partner or director of the Policyholder may also drive any vehicle
  - (i) not owned by or in the custody or control of the Policyholder in connection with The Business
  - (ii) not owned by or hired under a hire purchase, leasing or contract hire agreement to such partner or director.
- Any relative or friend of Jason Broce who is driving with the Policyholder's permission provided the vehicle is not hired to such person.

In respect of any vehicle hired or loaned to a customer of the Policyholder:

- Any customer of the Policyholder or any person driving with the customer's permission provided the customer's vehicle is in the Policyholder's custody for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment. Provided that the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence.

**6 LIMITATIONS AS TO USE**

- (a) Use for the Policyholder's business as described in paragraph 1 above
- (b) Use for social, domestic and pleasure purposes
- (c) Use for the business of any customer of the Policyholder or for social, domestic and pleasure purposes provided the vehicle is hired or loaned to the customer while the customer's vehicle is in the Policyholder's custody for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

**Continued Overleaf**

I hereby certify that the policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Signed on behalf of:  
Aviva Insurance Limited  
(Authorised Insurer)



(Authorised Signatory)  
Adam Winslow  
CEO, UK & Ireland General Insurance



Note: For full details of the insurance cover reference should be made to the policy.

Advice to Third Parties: Nothing contained in this Certificate affects your right as a Third Party to make a claim.

Aviva Insurance Limited, Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Certificate is not transferable.



**To Whom It May Concern**

This certificate provides evidence that motor insurance operates in the United Kingdom for the dates shown and this cover extends to include the compulsory motor insurance requirements of

- (a) any other member country of the European Union
- (b) Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland

**La présente attestation est faite pour servir et valoir ce que de droit**

Cette attestation d'assurance apporte la preuve que l'assurance automobile est valable au Royaume-Uni aux dates indiquées et que cette couverture est étendue pour inclure les conditions obligatoires d'assurance de:

- (a) tous les autres pays membres de l'Union Européenne
- (b) Andorre, l'Islande, le Liechtenstein, la Norvège, la Serbie et la Suisse

**An alle, die es angeht**

Dieses Versicherungszertifikat ist der Nachweis, dass die Kraftfahrzeugversicherung im Vereinigten Königreich an den gezeigten Daten gültig ist, und diese Deckung erfasst auch die Pflichtversicherungsvorschriften in:

- (a) jedem anderen Mitgliedsstaat Europäischen Union
- (b) Andorra, Island, Liechtenstein, Norwegen, Serbien und der Schweiz

**A quien corresponda**

Este Certificado de Seguro provee evidencia que seguro de automóvil opera en el Reino Unido para las fechas que aparecen y esta cobertura se extiende para incluir los requerimientos seguro obligatorios de:

- (a) cualquier otro país miembro de la Unión Europea
- (b) Andorra, Islandia, Liechtenstein, Noruega, Serbia y Suiza

**A chiunque possa interessare**

Questo Certificato di Assicurazione costituisce la prova dell'esistenza dell'assicurazione automobilistica nel Regno Unito per le date indicate e che la copertura è estesa in modo da includere i requisiti assicurativi obbligatori di:

- (a) qualsiasi altro Paese facente parte dell'Unione Europea
- (b) Andorra, Islanda, Liechtenstein, Norvegia, Serbia e Svizzera

**NAME OF POLICYHOLDER – continued**

Cowan Group Ltd Cowan Recovery Ltd t/as CMG CMG Rescue Services CMG Heavy Rescue Ltd CMG Training Services CMG Logistic Solutions CMG-rescue-me Car moving guys Ltd Dealemoves.co.uk



Lonham Group  
The Maltings, Princes Street  
Ipswich, Suffolk, IP1 1SB  
T: +44(0)1473 216116  
E: lonham@lonham.co.uk



## Marine Liability Policy No: 116863 DB

### Assured

Cowan Recovery Limited t/as CMG &/or CMG Rescue Services &/or CMG Training Services  
&/or CMG Logistic Solutions &/or CMG-rescue-me

### Interest

This policy will apply in respect of the Legal Liability of the Assured arising in the course of the Assured's business.

### Business Activities

Vehicle Transporter and Haulage Contractors including the carriage of Caravans, Motorhomes, Boats, Plant, Machinery, Equipment & Fuel Bowers

### Period

From: 30 April 2023 at 00:00 hours

To: 29 April 2024 at 23:59 hours

Local Standard Time at the address of the Assured

### Territorial Limits

United Kingdom and Europe

#### TRADING CONDITIONS:

RHA Conditions of Carriage uplifted up to GBP6,500.00 per tonne

RHA Conditions of Carriage uplifted up to GBP12,500.00 per tonne for Wines & Spirits

CMR

Legal Liability Uplifted to Full Value

#### NOTED CONTRACTS:

1) BCA

2) Enterprise (carriage of de-fleeted auctioned cars)

3) Kuehne and Nagel:

i) General goods - RHA Conditions of Carriage uplifted up to GBP6,500.00 per tonne

ii) Wines & Spirits - RHA Conditions of Carriage uplifted to GBP12,500.00 per tonne

#### ADDITIONAL CONDITIONS:

1) It is hereby noted and agreed that Spirits are not classed as excluded goods hereunder but cover excludes theft of / from unattended vehicle whilst knowingly carrying full loads of Spirits.

2) Cover is extended to include siting, positioning, dismantling, movement and erection when accompanied by an associated transit for which they are contractually liable and only whilst in their care, custody and control but excluding consequential loss absolutely.



## Marine Liability Policy No: 116863 DB

- 3) In respect of the carriage of Boats, cover absolutely exclude loss or damage arising from, or in consequence of loading/unloading to/from any body of water.
- 4) In respect of Secondhand Boats, cover excludes scratching, denting, chipping and cost of repainting unless a pre-condition report is carried out prior to any transit taking place.
- 5) In respect of full value contracts it is a condition precedent to indemnification hereunder that the Assured undertakes all reasonable steps to ascertain that all employed subcontractors maintain sufficient and reasonable goods in transit insurance on a full value basis with limit(s) not less than the value of the goods to be transported under the contract and where appropriate shall request proof of insurance.

### CRITICAL INFORMATION:

Estimated annual turnover of GBP7,735,000.00, split:  
 Vehicle Transportation: GBP6,282,000.00, of which GBP1,672,000.00 relates to sub-contracted transits;  
 Caravan / Motorhome carriage: GBP519,000.00, of which GBP107,000.00 relates to sub-contracted transits;  
 Plant & Equipment, agricultural machinery, fuel bowsers, tankers, airport service equipment & portable buildings: GBP834,000.00, of which GBP3,000.00 relates to sub-contracted transits;  
 Boat transport: GBP20,000.00, of which GBP10,000.00 relates to sub-contracted transits;  
 Haulage (under uplifted RHA/CMR Conditions): GBP80,000.00, of which GBP20,000.00 relates to sub-contracted transits.  
 Fuel Bowsers (500 / 1,000 / 2,500 litres) are carried as part of Plant & Machinery movements. All Bowsers are locked by owners pre-transit with the level noted on the transit documents.  
 Hiab and crane vehicles are infrequently used for loading / unloading.  
 Abnormal indivisible loads are infrequently undertaken.  
 Cover excludes the Assured's operations for Vehicle Recovery / Rescue.  
 Cover excludes the towing of machinery, plant or caravans on their own wheels / dollies.

### INFORMATION:

The Assured operates an online portal on which subcontractors can bid for vehicle transportation work / back-loads. Subcontractors are vetted to ensure they have adequate full value transit insurance with a minimum limit of GBP50,000.00 any one vehicle carried, prior to receiving access to the portal.  
 Work passed to subcontractors is limited/restricted in accordance with the limits on the subcontractors' policies. If a subcontractor has a maximum limit of GBP50,000.00 then they will be restricted to carrying vehicles with a maximum value of GBP50,000.00.  
 No vehicles valued in excess of GBP150,000.00 will be carried by subcontractors.  
 The Assured will undertake thorough checks of all subcontractors, including but not limited to checking driving licences and secondary evidence of identity, pictures of the vehicles and registration numbers. Subcontractors with 'lower level' insurance will be subject to an interview (either in person or remote video).  
 The Assured requests updated insurance documentation from each subcontractor at their annual renewal date.  
 The Assured's contract with their subcontractor prevents the subcontractor from further subcontracting the work.

.....  
 LONHAM GROUP LTD  
 On behalf of Chaucer Insurance Company DAC UK Branch

B601490039423AA



## Marine Liability Policy No: 116863 DB

	Limits		Excess
Carriers Conditions GBP 500,000.00	Any one load in respect of Haulage	GBP 250.00	Each and every loss, but GBP500.00 each and every loss in respect of Deterioration
Legal Liability Uplifted to Full Value GBP 250,000.00	Any one load in respect of Boats	GBP 500.00	Each and every loss
GBP 300,000.00	Any one load in respect of Caravans and Motorhomes	GBP 500.00	Each and every loss
GBP 500,000.00	Any one load in respect of Plant & Machinery, Equipment & Temporary Buildings / structures	GBP 500.00	Each and every loss
GBP 5,000,000.00	Any one vehicle transporter	GBP 2,500.00	Each and every loss
GBP 150,000.00	Any one vehicle carried by sub-contractors	GBP 2,500.00	Each and every loss
Warehousekeepers Legal Liability GBP 0.00	Not Covered	GBP 0.00	Not Covered
Trailers, Containers and other equipment GBP 0.00	Not Covered	GBP 0.00	Not Covered
Errors and Omissions GBP 100,000.00	Any one loss and in the aggregate for the period of the policy	GBP 500.00	Each and every loss
Consequential Loss GBP 100,000.00	Any one loss and in the aggregate for the period of the policy	GBP 500.00	Each and every loss
<b>Premium</b>			
Premium		GBP 71,353.00	
Plus IPT at rate of 12% = GBP8,562.36			



## CERTIFICATE OF INSURANCE

Dated: 02 May 2023

Reference No. B0509AVNPQ2399581

### TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of COWAN RECOVERY LTD Trading As COWAN RECOVERY LTD Trading As CMG AND/OR CMG RESCUE SERVICES AND/OR CMG HEAVY RESCUE LIMITED AND/OR CMG TRAINING SERVICES AND/OR CMG LOGISTICS SOLUTIONS AND/OR CMG RESCUE-ME AND/OR CAR MOVING GUYS LIMITED AND/OR DEALERMOVES.CO.UK (hereinafter called the "Insured") covering their aviation related operations airside at , Any Airport in the UK, Isle of Man, and the Channel Islands plus Charles de Gaulle and Le Bourget, against the following risks and up to the limits stated:-

AIRSIDE THIRD PARTY LEGAL LIABILITY Combined Single Limit Property Damage/Bodily Injury GBP 100,000,000 any one occurrence

The above mentioned coverage is subject to the War Hi-jacking and other Perils Exclusion clause (Aviation) AVN 48B, but coverage in respect of War and Allied Risks is provided in accordance with the Extended Coverage Endorsement (Aviation Liabilities) AVN 52G (amended) and is subject to an overall combined single sub-limit of GBP 50,000,000 or the applicable insurance limit whichever is the lesser any one occurrence and in the annual aggregate.

This insurance is provided subject to:

A maximum number of vehicles airside at any one time of; 2 including: 2 H.G.V(s) plus 2 Trailer(s)

A maximum number of days in or about the airport; Unlimited

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative contract number(s) as held on file by Marsh, effective for the period from; From 00:00 30 April 2023 to 23:59 29 April 2024 both days inclusive Local Standard Time

Please note that the coverage evidenced herein and the payment of any claims under such coverage shall not contravene any applicable embargo, sanction, breach of which would render such coverage or payment unlawful.

This certificate shall be governed by and shall be construed in accordance with English law.

*Alison Stannatt*

\_\_\_\_\_  
Authorised Signatory

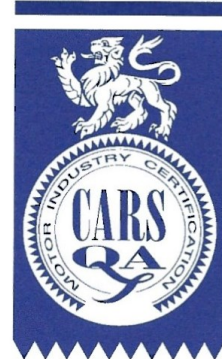
SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

A business of Marsh McLennan





## Certificate of Distinction



**Certificate Number:** 10526  
**Number of Appendices:** 3  
**Issue Date:** 22/04/2022  
**Expiry Date:** 28/04/2025  
**Modification Date:**

*This certificate is issued by the Certification Manager of the Consortium for Automotive Registration Services (Quality Assurance) Limited to:*

**Cowan Recovery Ltd T/A CMG  
PO Box 600  
Newport Pagnell  
Buckinghamshire  
MK16 8YR**

**who complies with**

**ISO 9001: 2015, PAS 43: 2018, NHSSD17A/B**

*for the products and services detailed in the scope of certification provided and supplied at the locations listed in the appendices to this certificate.*

*Signed on behalf of the Certification Manager*

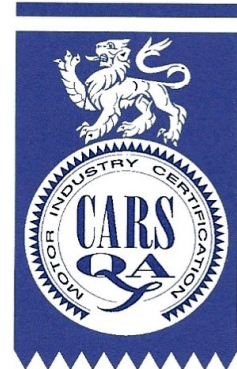


CARSQA Limited  
PO Box 44908, London, N9 9RZ  
Tel: 020 8360 1288  
Fax: 020 8360 1008  
E-Mail: [info@carsqa.co.uk](mailto:info@carsqa.co.uk)  
Web Site: [www.carsqa.co.uk](http://www.carsqa.co.uk)  
Registered in England No. 5658206



## Certificate of Distinction

**Certificate Number:** 10526  
**Appendix Number:** 1  
**Issue Date:** 22/04/2022  
**Expiry Date:** 28/04/2025  
**Modification Date:**



**Location(s) to which this Appendix applies to:**

**Cowan Recovery Ltd T/A CMG**  
**PO Box 600**  
**Newport Pagnell**  
**Buckinghamshire**  
**MK16 8YR**

### Scope of Certification:

Vehicle breakdown and recovery operations for motorcycles, passenger cars, light and heavy commercial vehicles.

National Highway Sector Schemes for Quality Management In Highway Works 17b For Vehicle Recovery and removal On Controlled Roads.

National Highway Sector Schemes for Quality Management in Highway Works 17A for Vehicle Recovery At Highway Construction Sites.

The service, repair and Inspection of Own Fleet Vehicles.

The control and management of subcontractor Services for roadside assistance and recovery operations.

The provision of a transport and storage logistics service for vehicles, plant and equipment within the UK and Europe by road.

Signed on behalf of the Certification Manager: .....

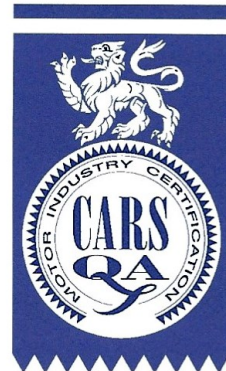



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## Certificate of Distinction

**Certificate Number:** 10526  
**Appendix Number:** 2  
**Issue Date:** 22/04/2022  
**Expiry Date:** 28/04/2025  
**Modification Date:**



**Location(s) to which this Appendix applies to:**

**Cowan Recovery Ltd T/A CMG  
 Mansard Close  
 Westgate Industrial Estate  
 Northamptonshire  
 NN5 5DL**

### Scope of Certification:

Vehicle breakdown and recovery operations for motorcycles, passenger cars, light and heavy commercial vehicles.

National Highway Sector Schemes for Quality Management In Highway Works 17b For Vehicle Recovery and removal On Controlled Roads.

National Highway Sector Schemes for Quality Management in Highway Works 17A for Vehicle Recovery At Highway Construction Sites.

Signed on behalf of the Certification Manager: .....

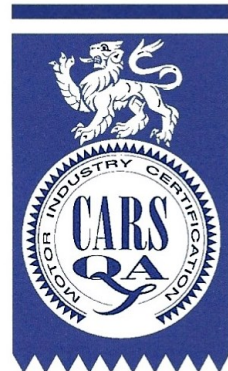


CARSQA Limited  
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 Registered in England No. 5658206



## Certificate of Distinction

**Certificate Number:** 10526  
**Appendix Number:** 3  
**Issue Date:** 22/04/2022  
**Expiry Date:** 28/04/2025  
**Modification Date:**




**Location(s) to which this Appendix applies to:**

Cowan Recovery Ltd T/A CMG  
Stonebridge Trading Estate, Rowley Drive  
Baginton  
Coventry  
CV3 4FG

**Scope of Certification:**

The provision of a transport and storage logistics service for vehicles, plant and equipment within the UK and Europe by road.

Signed on behalf of the Certification Manager: 



CARSQA Limited  
PO Box 44908, London, N9 9RZ  
Tel: 020 8360 1288  
Fax: 020 8360 1008  
E-Mail: [info@carsqa.co.uk](mailto:info@carsqa.co.uk)  
Web Site: [www.carsqa.co.uk](http://www.carsqa.co.uk)  
Registered in England No. 5658206

## IT ACCESS POLICY

### Table of Content

1	Introduction	3-4	Team Member / User Access
2	Definition, Purpose, Scope and Risks	4	User Registration
2	Physical Access	4	User Responsibility
2	Physical Access Buildings	4	Remote Working
2-3	Passwords	4-5	Network Access Control & Further information

### 1. Introduction

- 1.1 Information security is the protection of information against accidental or malicious disclosure, modification, or destruction.
- 1.2 Information is an important, valuable, asset of CMG which must be managed with care and all information has a value to CMG and our competitors or criminal actors.
- 1.3 Access controls are put in place to protect information by controlling who has the right to use different information resources and by guarding against unauthorised use. Formal procedures must control how access to information is granted and how such access is changed.
- 1.4 This policy also mandates a standard for the creation of strong passwords and their protection.

### 2. Definition, Purpose, Scope and Risks

#### 2.1 Definition

- 2.1.1 Access control rules and procedures are required to regulate who can access CMG's information resources or systems and the associated access privileges. This policy applies at all times and should be adhered to whenever accessing CMG's information in any format, and on any device.

#### 2.2 Purpose

- 2.2.1 The purpose of this policy is to prevent unauthorised access to CMG's information systems. The policy describes the registration and de-registration process for all CMG information systems and services.
- 2.2.2 These policies apply especially to new starters, leavers and those moving roles or responsibilities.

#### 2.3 Scope

- 2.3.1 This policy applies to all information, information systems, networks, applications, locations and users of CMG or supplied under contract to it. This includes hardware such as laptops and mobile devices.

#### 2.4 Risks

- 2.4.1 On occasion, CMG's information may be disclosed or accessed prematurely, accidentally, or unlawfully. Individuals or companies, without the correct authorisation and clearance, may intentionally or accidentally gain unauthorised access to CMG's information which may adversely affect day to day business. This policy is intended to mitigate that risk.
- 2.4.2 Non-compliance with this policy could have a significant effect on the efficient operation

of CMG and may result in financial and/or reputational loss and an inability to provide necessary services to our customers.

### 3. Physical Access

3.1 Physical Access is every individual's responsibility for any device they are issued or use to access CMG's systems.

3.2 Individuals are to:

- 3.2.1 Ensure that the location of device(s) issued to them are known at all times.
- 3.2.2 Ensure they follow the mandatory password access controls for devices in CMG's.
- 3.2.3 Prevent access to any CMG device or device accessing CMG's data from any person not authorised by CMG to access the device and data.
- 3.2.4 When they are not using the device, they must ensure that the device is locked and any display screen or any other access port available via the device must be made secure from unauthorised viewing or access prior to leaving the device.
- 3.2.5 Devices may not be left unsecured/unattended in the office at any time when there is no CMG employee present.
- 3.2.6 Devices that are to be left in the office for an extended period of time or overnight must be shut down to enforce password protection and room secured.
- 3.2.7 Access to physical network devices within the CMG office is restricted.
- 3.2.8 Access to the network room is controlled by IT & Support Services who maintains a controlled access entry process to maintain security.
- 3.2.9 Any suspected or known unauthorised access to a device must be reported immediately to Support Services.

### 4. Physical Access Buildings

- 4.1 Physical Access to the CMG's office is controlled and administered by Support Services.
- 4.2 Only CMG employees will be permitted entry unescorted to any CMG building or site.
- 4.3 Access to CMG is controlled by secure entry systems.
- 4.4 All visitors entering the building are required to sign in and out and be escorted.
- 4.5 Where an individual does not have knowledge of code access, reception/security will prevent further access to the building until their relevant manager has taken responsibility for that individual.
- 4.6 On termination of employment HR will process and deactivate credentials.
- 4.7 Any key issued must be returned to HR, their Line Manager or Support Services on termination of employment.
- 4.8 Cleaning staff are permitted access to CMG for cleaning only (*vetted staff only*) and are instructed to notify Support Services of any device found unsecured during their cleaning.

### 5. Passwords

#### 5.1 Choosing Passwords

- 5.1.1 Passwords are the first line of defence for our IT systems and together with the user ID helps to establish that people are who they claim to be.
- 5.1.2 A poorly chosen or misused password is a security risk and may impact upon the confidentiality, integrity or availability of our information, computers and systems.

5.1.3 CMG are currently investigating software for deployment. The use of this software as a password manager is to generate and store a complex, unique password for all CMG IT systems. Once deployment has been carried out the use of this software will likely become mandatory.

## 5.2 Defining 'weak' and 'strong' passwords

5.2.1 A weak password is one which is easily discovered, or detected, by people who are not supposed to know it. Examples of weak passwords include words picked out of a dictionary, names of children and pets, car registration numbers and simple patterns of letters from a computer keyboard.

5.2.2 A strong password is a password that is designed in such a way that it is unlikely to be detected by people who are not supposed to know it, and difficult to work out even with the help of a computer.

5.2.3 Currently everyone must use strong passwords with a minimum standard of:

At least eight characters.

Contain a mix of alpha and numeric, with at least one digit.

Must have at least one upper case alpha character.

Is not based on anything, which could be guessed easily by someone or obtained from personal information such as name, telephone number or date of birth.

## 5.3 Storing Passwords

5.3.1 The best way to store passwords is by using a password manager which is why CMG are currently investigating the use of a such software. This, should we approve use will provide a central repository for passwords and promote good credential management, especially the creation of complex and unique passwords.

## 5.4 Protecting Passwords

5.4.1 It is of utmost importance that passwords remain protected at all times. The following guidelines must be adhered to at all times:

- Never reveal your passwords to anyone.
- Never write your passwords down or store them where they are open to theft. <sup>[1]</sup><sub>SEP</sub>
- Never store your passwords in a computer system without encryption.
- Do not use any part of your username within the password.
- Do not use the same password to access different systems. <sup>[1]</sup><sub>SEP</sub>
- Do not use the same password for systems inside and outside of work.

## 5.5 Changing Passwords

5.5.1 Default passwords must be changed immediately.

5.5.2 If you become aware or suspect that your password has become known to someone else, you must request change immediately and report your concern to your line manager.

## 6. Team Member Access

### 6.1 User Access Management

6.1.1 Each user must be allocated access rights and permissions to computer systems and data that;

- Are commensurate with the tasks they are expected to perform.

- Have a unique login that is not shared with or disclosed to any other user.
- Have an associated unique password that is requested at each new login.

## 7. User Registration

7.1 Access to CMG's information services is controlled.

7.2 Each user is identified by a unique user ID which will take the form of their individual company email address.

7.3 This unique ID will be used to grant access to any system or software so that users can be linked to and made responsible for their actions.

7.4 There is a standard level of access (email access, file access, authorised software, printing and document scanning), other services can be accessed when specifically authorised.

7.5 Access to all CMG systems is provided by CMG IT.

7.6 When a team member leaves CMG, their access to computer systems and data must be suspended at the close of business on the team members' last working day. It is the responsibility of the team members' team leader to request the suspension of the access rights to IT or HR

## 8. User Responsibility

8.1 It is a user's responsibility to prevent their user ID and password from being used to gain unauthorised access to CMG's systems by:

- Following the Password Policy Statements outlined above.
- Ensuring that any Laptop or PC or other device, when left unattended is locked or logged out.
- Leaving nothing on display that may contain access information such as login names and passwords.
- Informing a member of the HR or Support Services Teams if their role and access requirements change at any time.

## 9. Remote Working

9.1 Any mobile devices including laptops, tablets and phones that have access to CMG emails or data must use a VPN service when using a public Wi-Fi connection. CMG uses a mandatory VPN. Access is arranged via CMG IT.

## 10. Network Access Control

10.1 The use of non-authorised modems/routers/networking devices connected to CMG's network can seriously compromise the security of the network. The normal operation of the network must not be interfered with. Specific approval must be obtained from Support Services or HR in conjunction with CMG IT before connecting any network equipment to CMG's network.

### 10.2 User Authentication for External Connections

10.2.1 Where remote access to CMG's network is required, an application must be made via Support Services or HR in conjunction with CMG IT. CMG will be rolling out two-factor authentication for Remote access to the network. This which must be secured either by a supplied VPN from CMG or consisting of a username, password and one other component, for example, an OTP sent to a mobile phone.



### 10.3 Operating System Access Control

10.3.1 Access to operating systems is controlled by a secure login process. The access control defined in the User Access Management section and the password section must be applied. The login procedure, where possible, should also be protected by:

- Limiting the number of unsuccessful attempts and locking the account if exceeded.
- The password characters being hidden by symbols.

10.3.2 All access to operating systems is via a unique login ID that will be audited and can be traced back to each individual user. The login ID must not give any indication of the level of access that it provides to the system (e.g. administration rights). System administrators must have individual administrator accounts that will be logged and audited.

### 10.4 Application and Information Access

10.4.1 Access within software applications must be restricted using the security features built into the individual product. The access must:

- Be compliant with the User Access Management section and the Password section.
- Be separated into clearly defined roles.
- Give the appropriate level of access required for the role of the user.
- Be free from alteration by rights inherited from the operating system that could allow unauthorised higher levels of access.
- Be logged and auditable.

### 10.5 Software Installation

10.5.1 CMG controls and restricts the use of all utility programs (such as anti-virus, disk cleaner, file managers, screensavers, etc.) and other software programs by maintaining a compiled list of approved software.

10.5.2 This list is available on request from CMG IT.

10.5.3 CMG do not allow the use of untested and unagreed software. Any request must be submitted to Support Services who will discuss the procedure for testing and authorising requested software using CMG IT. An assessment will be carried out to determine if the desired software is suitable for CMG.

10.5.4 If confirmed, the software is added to the approved software list.

### 10.6 Applying the Policy - Privilege Management

10.6.1 "Special privileges" are those allowed to the system manager or system's programmers, allowing access to sensitive areas (for example, passwords, customer, or company data). The unnecessary allocation and use of special privileges is often found to be a major contributing factor to the vulnerability of systems that have been breached.

10.6.2 Privileged access must be requested and authorised by Jason Brice – Managing Director.

## 11. Further Information

11.1 Further information and advice on this policy can be obtained from the Support Services Manager.





**LOGISTICS UK**

## Certificate of Membership

**This is to certify that the company named  
below is currently a member of  
Logistics UK**

***Cowan Motor Group***

*Member number: 21330*

*Member since: 1987*

*Renewal date: September 2024*



Founded at the  
Mansion House in the  
City of London on  
26th day of July 1889






A handwritten signature in black ink, appearing to read 'David Wells'.

**David Wells**  
Chief Executive



## Company Culture, Vision, Mission & Values

**We will be recognised for our pride and professionalism in delivering innovative customer solutions and service excellence.**

				
<b>Openness and honesty</b>	<b>Trust and respect</b>	<b>Compassion</b>	<b>Integrity</b>	<b>Fun</b>
We draw on our huge depth and breadth of expertise to make sure we can be the best in what we do by working collaboratively as one team.	We take the time to understand and listen to our colleagues and customers. We lead by example by keeping things simple, setting clear goals and achieving them.	We're genuine and sincere and show consideration by supporting others when they need it most. We take personal responsibility for all our actions.	We put our employees and customers first and act in their best interests. When things go wrong, as they will from time to time, we'll hold our hands up and work to put it right.	We like to enjoy ourselves too, we celebrate when we've done a good job and we recognise the achievements of our people.

CMG's high performing, agile, independent, and passionate staff achieve success, through customer obsessed focus.

Allowing individuals to interact whilst maintaining that professional element, which provides a self-sustained diverse environment, leading to social interaction which breeds growth by participation.

Company goals are driven by independent self-belief, thinking and behavior which drives engagement at every level throughout the company.

Achieve our mission by:

- Responding promptly to our customer's needs
- Satisfying all aspects of each contract with our customers
- Exceeding our customers' expectations
- Ensuring quality procedures are always appropriate and up to date
- Providing our employees with the working environment and training to discharge their assigned duties efficiently
- Communicating effectively with customers, subcontractors, and all other relevant parties
- Promoting CMG's reputation for excellence
- Being among the leaders in quality in our chosen fields

## CMG Modern Day Slavery Policy

The scope of the policy applies to CMG, its subsidiaries, employees, franchise & manufacturing partners, suppliers of goods and services engaged in business with Cowan Recovery Limited t/a CMG

The policy covers Modern Day Slavery and Human Trafficking in accordance with the Modern Day Slavery Act 2015 and sets out the steps the company has taken to ensure that slavery and human trafficking is not taking place in our supply chains or in any part of our business.

Modern Day Slavery and Human Trafficking can take on many forms such as Slavery, servitude, forced labour, compulsory labour and human trafficking. This may manifest itself practically in instances of restricted freedom of movement or decision making by individuals, the provision of shared accommodations and central payment for services to a single person (for paying individuals later)

Such activities are an affront to human dignity, an offence in UK Law and completely contrary to the values of CMG.

CMG is committed to complying with its obligation under the Modern Day Slavery Act and other relevant legislation relating to the detection and prevention of modern slavery. In particular CMG is committed to implementing and enforcing effective systems and controls that seek to ensure that modern slavery is not taking place anywhere in its business or in its supply chains.

### Policy

The company has zero tolerance to breaches in the Modern Day Slavery Act and has in place policies, processes, whistleblowing and auditing procedures to ensure that any organisation within the scope of our policy who transact business with CMG complies with it.

The company expects that any organisation within the scope of the legislation will also apply the same high standards.

### Compliance

The company will maintain its compliance with the policy as follows:

1. Maintaining and updating HR policies in line with legislation and best practice
2. Following our CMG recruitment policies
3. Recruiting as a minimum to the National Minimum Wage level and achieving the National Living wage within 12 months of joining the company
4. Tracking, monitoring and preventing the risk of occurrence through diligent management.
5. Audit where applicable.
6. Investigating thoroughly any issues/concerns detected.
7. Apply sanctions against these supplier organisations who do not conform to legal requirements.
8. Communicating with employee
9. Provide appropriate / relevant training and guidance to employers
10. Provision of a confidential whistleblowing service

**Procedure**

Our recruitment process are transparent with appointments to the business approved by Directors. There are robust procedures in place for the vetting of new employees that enable us to confirm their identities and ensure they are both paid directly and correctly.

All departments entering into business relationships with suppliers, contractors and business partners are to at the outset of our business relationship with them provide them with a copy of this policy. Also, a completed Supplier Conformation Statement. (*see attached pro forma*) is to be completed. CMG Business Development will manage the relationships to retain evidence that this conformation has been obtained from the supplier, contractor or business partner with whom we receive supply or service from them.

**Implementation**

CMG will be responsible for implementing this policy, ensuring that all colleagues are aware of the policy by making it available on the company systems. CMG will 'train out' this policy during employee induction training.

Managers and their teams will be responsible for ensuring that CMG has a record for suppliers within the scope of this policy assigned CMG declaration of compliance.

**Responsibility for the Policy**

The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate training on it and the issues of modern slavery in supply chains.

The prevention, detection and reporting on modern slavery in any part of the company's business is the responsibility of all those working for the company or under the company's control. You are required to avoid any activity that may lead to a breach of this policy.

The company will introduce appropriate arrangements to monitor the application of and use of this policy, dealing with any queries about this policy, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

**Communication and Awareness of this Policy**

The Board of Directors will communicate the policy in accordance with statutory legislation.

Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationships with them and reinforced as appropriate thereafter.



### **Reporting of breaches**

If you believe or suspect a breach of or conflict with this policy has occurred or may occur, you must notify your line manager or director. These breaches (suspected or actual) are to be passed to Business Development/Support Services departments so that they can be reported to the national authorities (as required by the National Referral Mechanism (NRM)).

You are encouraged to raise concerns about any issue or suspicion of modern day slavery in any part of the companies business as soon as possible. If you are unsure about whether a particular act, the treatment of workers or their working conditions within any of the companies supply chains constitutes any of the various forms of modern day slavery, please raise it with your line manager or alternatively by use of the whistle blowing process.

CMG will support anyone who raises a genuine concern in good faith under this policy. The company is committed to ensuring no one suffers any detrimental treatment or victimisation as a result of reporting in good faith their suspicion that modern day slavery is, or may be taking place in any part of our business or supply chain.

### **Breaches of the Policy**

Any breach of our modern day slavery policy by any employee will result in use of the conduct code and could result in dismissal for gross misconduct.

The company will terminate any commercial relationships with suppliers if they are in breach of our policy and/or found to have been involved in modern slavery.

# GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

**COWAN RECOVERY LTD  
T/A: CMG  
THE WALNUTS  
WOLVERTON ROAD  
BLAKELANDS  
MILTON KEYNES  
MK14 5AA**

Issued by:

Office of the Traffic Commissioner  
East of England  
Eastbrook  
Shaftesbury Road  
Cambridge  
CB2 8BF  
0300 123 9000

Goods Vehicle Standard International

Licence number: OF0215918  
**NOT TRANSFERABLE**

This licence is in force from:

15/01/1992

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

This document is an operator's licence issued under the Goods Vehicles (Licensing of Operators) Act 1995 (the Act). The undertakings recorded on this licence have been given by the licence holder and are considered to be material to the grant of the licence. In the case of a licence first issued before 1 January 1996, the recorded undertakings include statements of intent made by the operator.

The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles	35 Heavy goods vehicles
	0 Light goods vehicles

These are vehicles of over 2.5 tonnes and up to and including 3.5 tonnes, operated either as an individual vehicle or when combined with a trailer

Trailers (inc semi-trailers)	31
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Traffic Commissioner



### Operating centre(s)

Operating Centre:	Address:  MOTORWAY SERVICE AREA M1 MOTORWAY NEWPORT PAGNELL MK16 8JP	Heavy goods vehicles	6
		Trailers	8
Conditions Undertakings	or		

Operating Centre:	Address:  UNIT 2 MANSARD CLOSE WESTGATE INDUSTRIAL ESTATE NORTHAMPTON NN5 5DL	Heavy goods vehicles	1
		Trailers	0
Conditions Undertakings	or		

Operating Centre:	Address:  WALNUT FARM WOLVERTON ROAD BLAKELANDS MILTON KEYNES MK14 5AA	Heavy goods vehicles	10
		Trailers	10
Conditions Undertakings	or		

Operating Centre:	Address:  BRIAN CURRIE (MILTON KEYNES) LTD GAYTON ROAD MILTON MALSOR NORTHAMPTON NN7 3AB	Heavy goods vehicles	5
		Trailers	5
Conditions	or		



<b>Undertakings</b>	
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<b>Operating Centre:</b>	<b>Address:</b> QUARRY HALL FARM LATHBURY NEWPORT PAGNELL MK16 8LF	<b>Heavy goods vehicles</b>	<b>0</b>
		<b>Trailers</b>	<b>5</b>
<b>Conditions Undertakings</b>	<b>or</b>		

<b>Operating Centre:</b>	<b>Address:</b> WT TRANSPORT LTD TITHE BARN WAY SWAN VALLEY NORTHAMPTON NN4 9QY	<b>Heavy goods vehicles</b>	<b>13</b>
		<b>Trailers</b>	<b>3</b>
<b>Conditions Undertakings</b>	<b>or</b>		

## Transport Manager(s)

LEE MEHMET  
MARK JOHN COWAN

## Specific conditions attached to licence

## Specific undertakings attached to licence



# GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

LEE MEHMET  
COWAN RECOVERY LTD  
T/A: CMG  
THE WALNUTS  
WOLVERTON ROAD  
BLAKELANDS  
MILTON KEYNES  
MK14 5AA

Issued by:

Office of the Traffic Commissioner  
North East of England  
Hillcrest House  
386 Harehills Lane  
Leeds  
LS9 6NF  
0300 123 9000

Goods Vehicle Standard International

Licence number: OB2050773  
**NOT TRANSFERABLE**

This licence is in force from:

16/12/2021

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

This document is an operator's licence issued under the Goods Vehicles (Licensing of Operators) Act 1995 (the Act). The undertakings recorded on this licence have been given by the licence holder and are considered to be material to the grant of the licence. In the case of a licence first issued before 1 January 1996, the recorded undertakings include statements of intent made by the operator.

The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles	4 Heavy goods vehicles
	0 Light goods vehicles

These are vehicles of over 2.5 tonnes and up to and including 3.5 tonnes, operated either as an individual vehicle or when combined with a trailer

Trailers (inc semi-trailers)	4
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Traffic Commissioner

Page 1

Date of issue or re-issue: 14/03/2024



**Operating centre(s)**

Operating Centre:	Address: GARAGE GRAVES YARD DAWES LANE SCUNTHORPE DN15 6UW	Heavy goods vehicles	4
		Trailers	4
Conditions Undertakings	or		

**Transport Manager(s)**

LEE MEHMET

**Specific conditions attached to licence**

**Specific undertakings attached to licence**



## GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

Lee Mehmet  
COWAN RECOVERY LTD  
T/A: CMG  
THE WALNUTS  
WOLVERTON ROAD  
BLAKELANDS  
MILTON KEYNES  
MK14 5AA

Issued by:

Office of the Traffic Commissioner  
West Midlands  
38 George Road  
Edgbaston  
Birmingham  
B15 1PL  
0300 123 9000

Goods Vehicle Standard International

Licence number: OD2006475  
**NOT TRANSFERABLE**

This licence is in force from:

09/10/2017

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

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The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles 18 Heavy goods vehicles

0 Light goods vehicles

These are vehicles of over 2.5 tonnes and up to and including 3.5 tonnes, operated either as an individual vehicle or when combined with a trailer

Trailers (inc semi-trailers) 20



*Nicholas Danton*

Traffic Commissioner



## Operating centre(s)

Operating Centre:	Address:  SOLUS SITE STONEBRIDGE TRADING ESTATE ROWLEY DRIVE BAGINGTON COVENTRY CV3 4FG	Heavy goods vehicles	18
		Trailers	20
Conditions Undertakings	or		

## Transport Manager(s)

LEE MEHMET

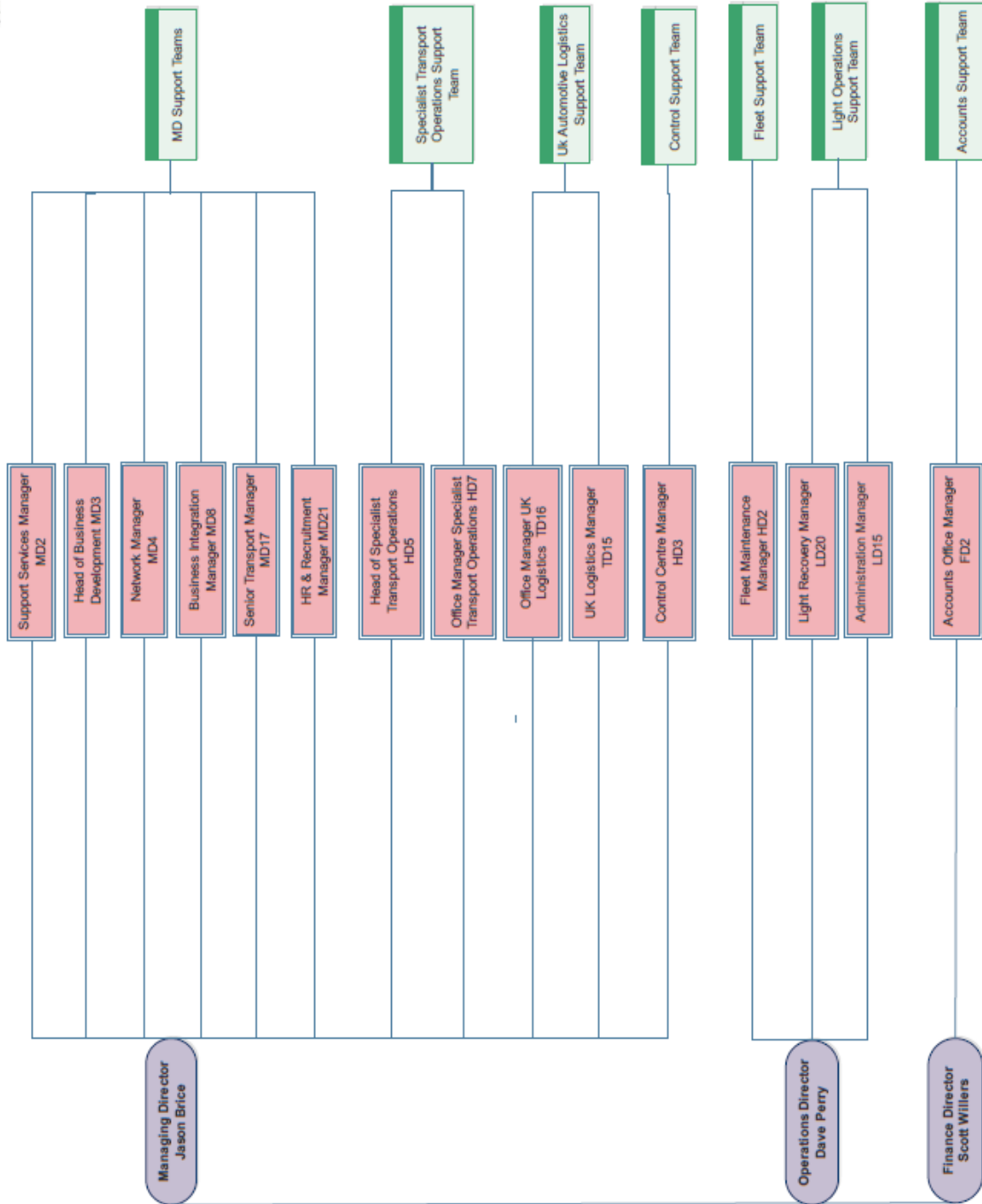
## Specific conditions attached to licence

## Specific undertakings attached to licence



### Company Organisational Structure

2024 (Jan)





## Policies Summary

We have placed a sample of our policies in this document which are shown over the next few pages.

Those not included can be found by sending a request to:

[compliance@cmg-org.com](mailto:compliance@cmg-org.com)

By making this information available we believe that we have made our company more transparent with information being readily available.

Stewart Usher  
Support Services Manager





# Privacy Notice

## ***What is the purpose of this notice?***

To describe how we collect and use personal data about you in accordance with the General Data Protection Regulation (GDPR).

## ***What we need***

CMG will be what's known as the "Controller" of the personal data you provide to us. We only collect basic personal data about you which does not include any special categories of personal information about you (known as Special Category Data). This does however include name, address, e-mail, telephone number, financial information (payment information such as a debit/credit card).

## ***Why we need it***

We need to know your basic personal data in order to *provide our services to you, process your requirement, tell you about our products and services, etc.* We will not collect any personal data from you we do not need to provide and oversee this service to you.

## ***What we do with it***

We only ever use your personal data with your consent, or where it is necessary:

- to enter into, or perform, a contract with you
- to comply with a legal duty
- to protect your vital interests
- for our own (or a third party's) lawful interests, provided your rights don't override these.

In any event, we'll only use your information for the purpose or purposes it was collected for (or for closely related purposes).

We may process personal information for certain legitimate business purposes, which include some or all of the following:

- where the processing enables us to enhance, modify, personalise or otherwise improve our services/communications for the benefit of our customers



- to identify and prevent fraud
- to enhance the security of our network and information systems
- to better understand how people interact with our websites
- to provide postal communications which we think will be of interest to you
- to determine the effectiveness of promotional campaigns and advertising.

Whenever we process data for these purposes we will ensure that we always keep your personal data rights in high regard and take account of these rights at all times.

When we process your personal data for our legitimate interests, we will make sure that we consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. Our legitimate business interests do not automatically override your interests - we will not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You have the right to object to this processing if you wish. Please bear in mind that if you object this may affect our ability to carry out tasks above for your benefit.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Social Networking – CMG operates a various interfaces on Social Media which have a dedicated ‘administrator’, who is responsible for managing and overseeing the content, however we do not accept responsibility for uploads by 3<sup>rd</sup> parties to this page which are out of our control. The administrator will ‘police’ the sites and take appropriate action as required. Any issues arising from content on these sites should be sent to the ‘administrator’ as soon as possible. The ‘administrator’ can be contacted on [info@cmg-org.com](mailto:info@cmg-org.com)

### ***Where we keep it***

We are based in the UK and we store our data within the UK. Some organisations which provide services to us may transfer personal data outside of the EU, but we will only allow them to do if your data is adequately protected.

For example, some of our systems use Microsoft products. As a US company, it may be that using their products result in personal data being transferred to or accessible from the US. However, we will allow this as we are certain personal data will still be adequately protected (as Microsoft is certified under the USA’s Privacy Shield scheme).



### ***How long we keep it***

We will only use and store information for so long as it is required for the purposes it was collected for. How long information will be stored depends on the information in question and what it is being used for. For example, if you ask us not to send you marketing e-mails, we will stop storing your e-mails for marketing purposes (though we'll keep a record of your preference not to be e-mailed).

We continually review what information we hold and delete what is no longer required. We never store payment card information. We will not retain your data for any longer than necessary and the longest time that we will hold your data will be six years.

### ***What are your rights?***

We want to ensure that you remain in control of your personal data. Part of this is making sure you understand your legal rights, which are as follows:

- the right to confirmation as to whether we have your personal data and, if we do, to obtain a copy of the personal information we hold (this is known as a data subject access request)
- the right to have your data erased (though this will not apply where it is necessary for us to continue to use the data for a lawful reason)
- the right to have inaccurate data rectified
- the right to object to your data being used for marketing or profiling; and
- where technically feasible, you have the right to personal data you have provided to us which we process automatically based on your consent or the performance of a contract. This information will be provided in a common electronic format.

Please keep in mind that there are exceptions to the rights above and, though we will always try to respond to your satisfaction, there may be situations where we are unable to do so.

If you wish to raise a complaint on how we have handled your personal data, you can contact CMG who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office, the UK supervisory authority for data protection issues.



## Quality Policy

It is the policy of the company to provide our customers with Total Customer Satisfaction that fully and consistently meets the agreed requirements and expectations of our customers.

The Quality Policy is implemented through the operation of the company Quality Management System, which meets the requirements of BS EN ISO 9001. We also ensure Safe Working of our employees in all areas of our business including Transport, Vehicle Breakdown and Recovery Operators, through use of PAS43 & NHSSD17.

The company is committed to the continual improvement and effectiveness of the Quality Management System operated within the business activity.

The company convenes regular management meetings at which quality objectives are established and the processes involved in achieving these objectives are monitored, as well as the progress achieved.

The only way to achieve and maintain this policy is for every employee, in whatever capacity, to perform his or her work to the highest standards at all times, to get it right first time every time, so that continual improvement of the company's systems and customer service can be achieved.

The requirements of this system are mandatory for all Company personnel and no unauthorised alterations or deviations are permitted.

The company aims to comply with and fully supports all Health & Safety at Work Act 1974, The Management of Health & Safety Regulations 1999 and Control of Substances Hazardous to Health Requirements 2002.



## Road Haulage Association Limited

### CONDITIONS OF CARRIAGE 1998 - Effective 1 September 1998

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND IS THEREFORE RECOMMENDED TO SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE CONSIGNMENTS ARE IN TRANSIT.

Cowan Recovery Ltd t/a CMG Rescue Services PO Box 600 Newport Pagnell MK16 8YR 01908 589309 Reg: 1339144	
21205	-
RHA membership number	

(hereinafter referred to as "the Carrier") is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

#### 1. Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier.

"Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"Consignment" means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer from one address to one address.

"Dangerous Goods" means goods named individually in the Approved Carriage List issued from time to time by the Health and Safety Commission, explosives, radioactive material, and any other goods presenting a similar hazard.

#### 2. Parties and Sub-Contracting

- (1) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- (2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.
- (3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- (4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

#### 3. Dangerous Goods

Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance declared. Transport Emergency Cards (Tremcards) or information in writing in the manner required by the relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Consignment.

#### 4. Loading and Unloading

- (1) Unless the Carrier has agreed in writing to the contrary with the Customer:

- (a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment.
  - (b) The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
  - (c) The Carrier shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Carrier is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.
  - (d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer.
- (2) The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in 1(c) of this Condition and such service as is referred to in 1(d) of this Condition had not been given.

#### 5. Signed Receipts

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

#### 6. Transit

- (1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
- (2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district: Provided that:
  - (a) if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and
  - (b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier "to await order" or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

#### 7. Undelivered or Unclaimed Consignments

Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment, and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage: Provided that:

- (1) the Carrier shall do what is reasonable to obtain the value of the Consignment; and
- (2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

#### 8. Carrier's Charges

- (1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person: Provided that when any Consignment is consigned "carriage forward" the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Carrier shall be entitled to interest at 8 per cent above the Bank of England Base Rate prevailing at the date of the Carrier's invoice or account, calculated on a daily basis on all amounts overdue to the Carrier.



#### 9. Liability for Loss and Damage

- (1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- (2) Subject to these Conditions the Carrier shall be liable for:
- (a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if:
    - (i) the Carrier has specifically agreed in writing to carry any such items; and
    - (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
    - (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;
  - (b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:
    - (i) Act of God;
    - (ii) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;
    - (iii) seizure or forfeiture under legal process;
    - (iv) error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;
    - (v) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;
    - (vi) insufficient or improper packing;
    - (vii) insufficient or improper labelling or addressing;
    - (viii) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
    - (ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.
- (3) The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition (2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

#### 10. Fraud

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

#### 11. Limitation of Liability

- (1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of
- (a) the value of the goods actually lost, mis-delivered or damaged;
  - or
  - (b) the cost of repairing any damage or of reconditioning the goods;
  - or
  - (c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged; and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods: Provided that:
    - (i) In the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
    - (ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
    - (iii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
    - (iv) the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

- (2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
  - (a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest; and
  - (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

#### 12. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

- (1) all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10;
- (2) all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

#### 13. Time Limits for Claims

- (1) The Carrier shall not be liable for:
- (a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within fourteen days, after the termination of transit;
  - (b) any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.
- Provided that if the Customer proves that,
- (i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
  - (ii) such advice or claim was given or made within a reasonable time,
- the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.
  - (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

#### 14. Lien

- (1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may, at its absolute discretion sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.
- (2) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

#### 15. Unreasonable Detention

The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

#### 16. Law and Jurisdiction

The Contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Carrier and the Customer.

© Road Haulage Association Limited 1998

Registered under the provisions of the Restrictive Trade Practices Act 1976

**THESE CONDITIONS MAY ONLY BE USED BY  
MEMBERS OF THE ROAD HAULAGE ASSOCIATION**



## **Risk Assessment & Safe Working Practices / Procedures** **+ COSHH & Fire**

Risk Assessments, including Fire, General and COSHH are generated 'in house' and checked by our Operations Director then audited by:

- Ashleigh Associates.

The same applies to Safe Working Practices / Procedures.

*As the number of these assessments and their relevant procedures are numerous and thereby producing large files, a dongle containing this information can be produced and made available on request.*

Although the requirement for checking and updating is not required annually, CMG has taken the view that Fire and General Risk Assessments together with their relevant procedures will be checked annually.

We continually look at our operation and will add new or updated assessments as required rather than waiting for the annual review.

We have also taken the view that the COSHH risk assessments together with their data sheets will be reviewed on an ongoing basis and as new products appear.

Stewart Usher  
Support Services Manager

**RHA**

*This is to certify that*

**Cowan Recovery  
Limited t/a CMG**

*P.O. 600,  
NEWPORT PAGNELL, MK16 8YR*

*Is (subject to the RHA's Terms & Conditions) elected  
a **Member\*** of the RHA*

*Valid from 01/05/2023 to 30/04/2024*

*Membership No: 0021205-000*

*Finance Customer Number: CMG002*



Chair Person



Vice Chair Person



Managing Director

This certificate remains the property of the Road Haulage Association Limited trading as the RHA and is issued in accordance with the RHA's Articles of Association, Rules and Code of Conduct (in each case, as updated from time to time, available upon request). It is to be surrendered to the Association on cessation of Membership.

\*All new membership applications are subject to the approval at the next applicable Regional Council meeting, which will be held within three months of the start of the membership period.





## Certificate of Accreditation

**This is to certify that**  
Cowan Recovery Limited t/a CMG

**has achieved SafeContractor accreditation**

**Date:** 22nd March 2024

**This certificate is valid until:** 22nd March 2025

**Certificate number:** JG0764

**Signed:**

Alyn Franklin  
Alcumus CEO



Alcumus SafeContractor Ltd is a UKAS accredited Type C Inspection body under ISO17020:2012 covering the SSIP Core Criteria element of the SafeContractor Assessment Standard.

Full Validation of this certification should be made via the SSIP Portal <https://www.ssiportal.org.uk/>



# Certificate of Verification

This is to confirm that

Cowan Recovery Limited t/a CMG  
Trading as  
CMG

has completed the SafePQQ question set covering the following topics:

- Finance
- Environment
- Quality Management
- Equality
- Modern Slavery
- Anti-bribery
- GDPR
- Right to Work
- References
- Building Information Modelling

Registration number: JG0764

Expiry date: 22nd March 2025

Signed:

**Alyn Franklin**  
Alcumus CEO

**Please note**

This certificate is only valid with a SafeContractor health and safety accreditation certificate. The SafePQQ product is aligned to the PAS91 question set.

This certificate is the property of Alcumus SafeContractor and must be returned on request.

Alcumus SafeContractor, Alys House, Parc Nantgarw, Cardiff, CF15 7QX

T: 029 2026 6749 E: safecontractor@alcumusgroup.com W: www.alcumusgroup.com | www.safecontractor.com

**PAS91**



## CMG Supply Chain Charter Statement

CMG believe that procuring goods and services in a responsible manner delivers better value to our customers, improves resilience and reduces risk. All of suppliers are expected to comply with this charter and to support us in delivery social and economic benefits in our supply chain, helping delivery long-term sustainable value to our customers, key stakeholders, network and the wider community.

### CMG Vision and Values

We aim to work with suppliers who do business in a sustainable manner and who share our core values.

### Statutory compliance

Suppliers are expected to ensure they observe and comply with all relevant rules, regulations, laws and industry good practice including all relevant environmental, health and safety, anti-fraud, bribery, corruption, modern slavery, human trafficking and tax-evasion laws.

### Health & Safety

Suppliers working with us must comply with relevant health and safety standards. Where appropriate we will audit compliance with agreed standards and look to drive improvements. We expect all suppliers to provide safe workplaces and to have in place effective health and safety management systems, appropriate for the nature and scale of their business and the goods or services they provide. We expect suppliers to be committed to ensuring compliance with health and safety law generally, as well as standards and codes specific to their area of business.

### Suppliers' employees

Suppliers are expected to engage employees who have suitable qualifications and experience and to provide appropriate training and supervision so those employees can competently provide services to CMG. Suppliers must ensure employees are:

Aware of any of CMG's specified contractual requirements including all site-specific rules, regulations and safety plans and are provided with appropriate personal protective equipment where required

- Eligible to work in the UK (or any other country in which services are provided) and that all relevant permits, licences and right-to-work checks have been completed (including security clearances checked where relevant)
- Aware that reckless behaviour including the consumption of alcohol and/or narcotics will not be tolerated

### Modern slavery

CMG is committed to preventing modern slavery and human trafficking from occurring within any part of our business and supply chain. We expect all our suppliers to share this commitment, to respect their people and offer a safe workplace that is free from harm, intimidation, harassment or fear.

We expect all suppliers to share information with us, on request, about the steps they are taking to ensure there is no slavery or human trafficking within their business or supply chain.

## Terms & Conditions of Business

### 1. The Company

'The Company' means Cowan Recovery Limited t/a CMG and all customers hereby agree to be bound by these terms on their own behalf and (where applicable) on behalf of their principles.

### 2. Arbitration

Should a customer dispute any charge made by the Company in respect of work carried out or part(s) supplied then that dispute shall be determined by an arbitrator appointed by the institute of Arbitrators.

### 3. Collection

The Company will only release the vehicle to the customer after payment has been made, unless in writing by the customer to release the vehicle to the customer's agent who will arrange payment.

### 4. Completion Date/Time

While the Company will use its best endeavours to comply with any attendance / completion date/time suggested or stipulated the Company will not be bound to complete / attend. Any mention of any date / time shall be construed as no more than a guide or estimate and without prejudice to the generality of the foregoing no responsibility can be accepted for any delays caused by other means or the late supply of parts beyond the Company's control.

### 5. Driving or moving of Vehicles by the Company's Servants

Vehicles are driven or moved by the Company's servants or agents and the customer duly authorises them to do so.

### 6. Delays

CMG will do its utmost to attend / repair / deliver / collect the vehicle by the date and time requested, but cannot accept any responsibility for delays resulting from the non or late availability of spares, or other reasons beyond its control.

### 7. Estimates

A verbal estimate does not constitute an offer to do the work at that price quoted and is not to be taken as legally binding in any way, but only as an approximate guide to the cost of work undertaken. A written estimate given for the attendance / repair / collection / delivery shall be provisional and will be subject to variation in the price of parts material between the date of estimate and the date of service. It will also depend on further service or parts which are found to be necessary. A charge may be made for an estimate.

### 8. Guarantee

The Company will guarantee all repair work against failure of materials or workmanship for a period of three months or 3,000 miles, whichever first occurs, provided that the vehicle is taken back to the Company, or a third party repairer authorised by the Company. This EXCLUDES all roadside and temporary repairs.

### 9. Liability

a. The Company will take responsible care of the vehicle, while in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to storage or commencement of repairs.

b. Where by agreement with, or on the instructions of the customer, the vehicle is left outside the Company's or other premises, before or after normal business hours any risk or damage howsoever occasioned, will be the customers responsibility.

### 10. Lien

The Company shall have a general lien over all property of the customer lawfully in its possession for the indebtedness of the customer to the Company. The Company shall also have a right of sale by public auction without reserve over all such property if such indebtedness is not paid within 3 months of being notified by letter sent Recorded Delivery to the customers last known address. Following such a sale the Company will after deducting all sums due pay the balance (if any) of the proceeds to the customer.

### 11. Payment

a. Cash Customers. Unless other arrangements have been agreed, all repairs & charges must be paid in full before collection. Payment can be made in cash or by Debit / Credit Card. Handling charges for Credit Cards will be applied at the rate applicable (as stated in on the Company notice boards) at the time of the enquiry of the said notice.

b. Account Customers. Unless other arrangements have been made, all payments are due by the 20<sup>th</sup> day of the month following the date of invoice.

c. Suppliers. Unless other arrangements have been made, all payments due will be made by the last day of the month following the month in which the invoice is dated.

Payment can be made by cheque or BACS.

In respects of all goods supplied by the Company on credit or upon payment by cheque, the legal title to such goods shall remain the Company's until payment has been received in full; CMG may not release a vehicle or goods until payment has been cleared.

### 12. Restrictions

The Company reserves the right to refuse to carry out any work on any vehicle which, in its opinion, it considers to be unroadworthy or work which would make the vehicle unsafe. It may refuse to carry out work which might have a detrimental effect on other parts of the vehicle. The Company reserves the right not to carry out any action which is unlawful or may lead to prosecution of the Company or Company employee.

### 13. Replacement parts

All parts replaced, other than those exchanged replacement parts, or those subject to a warranty claim, become the property of the Company unless the customer requests their return prior to commencement of repairs.

### 14. Storage Parking

If the vehicle is not collected or arrangements are not made for collection notification in writing, daily storage charges at the rate applicable (as stated in on the Company notice boards) at the time of the enquiry of the said notice, may be imposed as if the vehicle had been left for storage..

### 15. Third Party Contract Obligations

Where third party contractual obligations occurs i.e. Police Contract Scheme, then the terms and conditions which apply within will be operated.

### 16. Sub-Contract

The company is entitled at all times and without giving notice to the customer to sub contract all or any part of the servicing, repair, roadside assistance, recovery, collection, delivery and any other maintenance work the subject of this contract to a specialist or other repairer.

### 17. Uncollected Goods

The Company may exercise its rights as regards uncollected goods under the Torts (Interference with Goods) Act 1997 and if the goods are not collected when the work is completed or before any notice to that effect expires, the Company may proceed to sell the goods subject to any notice under the Act. In this event the vehicle will be sold at best market price and after deduction of the cost of work carried out, plus any other charges and expenses in connection with the sale, the balance will be returned.

### 18. VAT

Any VAT on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged at point of sale will be at the rate applicable at that time. Vat will be charged at the rate in force on all invoices that are VAT applicable.

Important Telephone Numbers to use	
Emergencies	999
Non-Urgent	101
Anti-Terrorist Hotline	0800 789 321



CMG recognises its risk of a potential involvement with a Terrorist event and is committed to managing these risks to ensure the safety of its employees and the general public.

The management team at CMG ensure they continue to review the latest news and potential risks, using the links on the gov.uk website: <https://www.gov.uk/terrorism-national-emergency>

There are different areas in the business that CMG considers to be risk areas, Vehicles, Premises, Journeys, and People.

#### Vehicles

The increase in commercial vehicle thefts as used as a weapon in Terrorist attacks identifies this threat. CMG have set out to put control measures in place to reduce the risks whilst on the road, this can be seen in the SSOW pack, document SWP081. When travelling abroad drivers are required to use the CMG 563 10-point security checklist which can be found in their European packs.

CMG fit their vehicles with tracking devices and can run reports on locations that are geo-fenced on Teletrac Navman, this will assist the company and emergency services track the vehicle in the event of an incident. As part of CMG's driving standards policy, drivers are instructed not to leave their vehicles running when unattended, they are also instructed to ensure the vehicle is locked and secured before leaving their vehicle. Trucks with PTO's are supplied with two keys, so when the engine is running a driver can lock their cab and carry out their work.

#### Premises

Each site at CMG is secure with access being controlled through access codes and gates any keys kept by Support Services. Codes are changed randomly by management and codes are distributed to staff. Site security meets Police requirements due to CMG's ongoing contracts with the Northampton, Bedfordshire, Thames Valley forces. Each yard has CCTV monitored 24/7 by Alert Alarm Systems and head office control room. Each yard has a 2-metre-high fence surrounding with intruder alarms. All Staff are required to have a DBS & or Police Vetting checks carried out before they are allowed access to site. Vehicles on maintenance contracts are maintained at credible workshops which have their own security measures in place. Drivers are encouraged to only park in Truck Stops to ensure they are secure, in a well-lit area.

#### Journeys

Drivers must avoid talking about loads or routes with unauthorised persons (including over telephones). They must not post information about their route or location on social media, to be aware of their 'digital footprint' and take care to avoid unwitting disclosure of route/location through mobile phone security settings and geolocation of pictures. Drivers must discuss high risk routes with their transport office. If they are forced to change their route, they must inform their Transport Office immediately. Unauthorised passengers are not allowed into the cab. Drivers must keep ID documentation and wallets secure and out of sight.

#### People

Another risk CMG must consider are people in and around the company. Customers coming onto CMG sites, customers at load and unload locations can all be considered a potential risk and drivers must be aware of the signs to look out for. CMG employees must also be aware of potential internal threats to its security. Employees are to be on alert for any suspicious behaviour from their colleagues and report it to their line manager immediately.

#### Training

As part of their induction each driver receives training on how to identify and report a potential terror threat while out driving or on a site. CMG's training department can provide a specific Counter Terrorism course which can be included on a drivers CPC hours requirement. CMG is FORS accredited therefore its drivers are required to complete the Counter Terrorism Module as part of their continuous training programmes.

#### Reporting Procedures

To ensure the safety and security of our operations, our UK HGV company has established clearly defined reporting procedures for both internal incidents and reporting to relevant authorities. In the event of an incident or hijacking, our employees are required to follow a structured reporting process to facilitate swift and effective response.

*Internally*, any employee who witnesses or experiences an incident is expected to report it immediately to their immediate supervisor or manager. The supervisor will then escalate the report to the appropriate internal authorities, such as the safety or security department. In cases of hijacking, drivers are trained to prioritise their safety and follow a predetermined protocol to ensure minimal risk to themselves and the cargo.

*Externally*, our reporting procedures extend to relevant authorities such as law enforcement agencies and regulatory bodies. In the event of a serious incident or hijacking, the company has established direct communication channels with local authorities to ensure timely and accurate reporting. This includes providing essential details such as location, time, and nature of the incident.



## Training Policy Statement

**Training Policy Statement:** CMG recognises that Training & Development of Management and employee's is a major priority. Internal processes are designed to meet our needs as an employer, to satisfy identified organisational requirements & to fulfil the needs of the individual.

**Aims:** The aims of training are to ensure that all employees are given the necessary help to develop the knowledge, skills & attitude required to carry out their jobs efficiently and to provide every opportunity for career development.

**Commitment to Training & Development:** The ultimate responsibility for training lies with the Managing Director and that this person shall provide adequate resources to facilitate the various departments to carry out strategic planning for training and development to ensure that the commitments stated in this policy are met.

**Company Strategy:** is to secure an ability-based workforce where the decision to employ is based upon the philosophy of "the best person for the job" and on individuals meeting the requirements of the job criteria.

**Progression & development:** is based on merit & wherever possible being given the help needed to attain their full potential to the benefit of the company & themselves.

**Focus:** to create a workforce which is capable of meeting new challenges, is skilled & competent in all aspects and motivated to strive toward the companies objectives and targets.

**Induction Training:** is given to all new employees to familiarise them with the policies, procedures, practices and to illustrate their role, responsibilities and position within the company

**Process Training:** individual training, both internal and external as required is conducted for all employees to give basic knowledge required. On-going training is conducted as the individual's skills and experience develop.

**Health, Safety & Equal Opportunities:** the policies and procedures implemented by CMG are designed to protect both the company and the individuals for legal obligations and company requirements. All employees are trained in these aspects through the induction process, policies & procedures.

**Continuous Training & Development:** employees are seen by CMG as its greatest asset and helping them to develop is crucial to the achievement of the organisations goals. They are expected to take responsibility for their individual effectiveness, personal and career development, so all training practices and procedures endeavour to support the individual to achieve these goals.

**Personal Development:** appropriate, job related further education is considered an important element of career development and as an asset to the company. Employees are encouraged to make full use of internal and external resources available

**Individual Training Records:** are maintained for all training and personal development to indicate the achievement of progress, objectives and to assist in the identification of further training needs. A central database showing expiry dates of certification is maintained. Driver based employees are encouraged and assisted to maintain their Driver Certificate of Professional Competence required hourage. Many vocational courses planned and delivered by CMG will attract DCPC hourage.

**Training Needs:** are reviewed continually not only by the relevant department Director, but also by their managers discussing the nature of the work and liaising with Support Services and thereby the training department. These needs are identified at the recruitment, induction, appraisal or promotion stages. The needs are identified as both statutory and key areas of work which could be assisted by training and development. It is also a means for an employee to develop and to improve their performance and professionalism within the company.

**Training Centre:** CMG maintain a fully operational training centre.

**Trainers:** CMG only utilise the services of registered and competent training delivery persons and companies. CMG actively encourage the role of coaching with the required assistance and guidance being given to the coaches.



### **Listing of training available at CMG**

In House Induction  
Job specific coaching  
VR1 Health & Safety Module  
VR2 Customer Service Skills Module  
VR3 Roadside Assessment Module  
VR4 Ancillary Equipment (Light Vehicle Recovery)  
VR5 Underlift Units (Light Vehicle Recovery)  
VR6 Transporters (Light Vehicle Recovery)  
VR7 Advanced Winching (Light Vehicle Recovery)  
VR8 Handling Motorcycles  
VR9 Ancillary Equipment (Motorcycle Recovery)  
VR10 Spectacle Frames (Motorcycle Recovery)  
VR11 Transporters (Motorcycle Recovery)  
VR12 Ancillary Equipment (Heavy Vehicle Recovery)  
VR13 Underlift Units (Heavy vehicle recovery)  
VR14 Twin Booms  
VR15 Transporters and Low Loaders (Heavy Vehicle Recovery)  
VR16 Winching (Heavy Vehicle Recovery)  
VR17 Lorry Loaders (Vehicles only)  
Lorry Loader Crane (All lifts)  
VR18 Air Cushions (Heavy vehicle recovery)  
VR19 Preservation of Evidence  
VR20 Rotating Recovery Equipment (Heavy Vehicle Recovery)  
VR21 Recovery Incident Manager  
VR23 Bus and Coach Recovery  
VR24 Inspection procedures for Recovery vehicles and Ancillary Equipment  
VR25 Recovery Impact protection Vehicle (In Road Construction Sites)  
VR26 Emergency First Aid at Work  
VR27 Electric (EV) and Hybrid Vehicle Awareness  
VR28 Multicar Transporters (Heavy Vehicle Recovery)  
Vehicle Tracked Mover  
Control Centre operator  
Tachograph & Working Time Directive awareness  
Operator Licence Awareness training  
ADR Tanks, Packages & Admin  
Forklift Truck Operation  
IPAF vertical, boom operator  
IPAF Load & unload  
Driver Awareness  
Urban Awareness

**CMG**   
Constantly moving forward

**30** **united**  
rentalsystem  
UNITED SINCE 1991



CERTIFICATE  
OF **MEMBERSHIP**

2021

This is to certify that

**CMG**

is an appointed Licensee of United Rental System

SINCE

**22/10/2018**

A handwritten signature in black ink, appearing to read "Ian Lawrence".

**IAN LAWRENCE**  
CEO



## CMG Vulnerable Customer Policy

This CMG Vulnerable Customer Policy is designed to ensure that the way in which we conduct our business does not have a detrimental impact upon vulnerable customers. For the purposes of this policy, vulnerable customers are customers and prospective customers whose ability or circumstances require us to take extra precautions in the way that we provide our services to ensure that they are not disadvantaged in any way.

### **What is a vulnerable customer?**

A vulnerable customer can be defined as “someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a company is not acting with appropriate levels of care.”

It is expected that we treat all our customers fairly and when dealing with people with vulnerable circumstances to take account of such vulnerability to ensure that the way that we provide our services does not cause them detriment.

### **Identifying a vulnerable customer**

Our employees are trained to identify vulnerable customers and to provide the additional level of assistance they may require in order to achieve a good outcome. However, it is not always easy to recognise these characteristics. Therefore, if you believe you meet the criteria for a vulnerable customer, please read this statement and notify us as soon as possible of your particular needs. You are encouraged to do this when you first make contact with us.



### **Vulnerability groups**

We recognise that certain groups of customers may be vulnerable. Whilst not all customers in these groups may be vulnerable, we will consider a customer's individual circumstances where a potential vulnerability is identified. These groups may include, but are not restricted to:

- Customers with communication difficulties (including learning difficulties and English not being their first language, dyslexia)
- A customer with a reduction in physical or mental capacity
- Customer with health issues – illness, whether physical or mental illness, severe or long term
- A sudden diagnosis of serious illness to the customer or close family member
- The customers age particularly older and younger people. For example, a younger person may be considered inexperienced, and the older person may be less technologically able.

### **Our key principles when engaging with a vulnerable customer**

As soon we think we may be engaging with a vulnerable customer, whether this is through our identification or you are approaching us, we will:

- Immediately make a record of this in our job management system. (*Updating the log as the situation updates*)
- Ensure we adhere to this policy and communicate required information to the attending driver/service.
- Identify the customer location to ascertain if it is dangerous. Prioritise the job as required.
- Understand any medical issues being raised and the implications of such to the intended service.
- Provide additional opportunities for you to ask questions about the information we have provided
- Continuously seek confirmation that you have understood the information that has been provided
- Ask if there is anybody with you who is able to assist.

If we can't help a customer, we will try and make sure that they understand what alternative options are available to them.



## Certificate of Registration under the Waste (England and Wales) Regulations 2011

### Regulation authority

Name	 Environment Agency
Address	National Customer Contact Centre 99 Parkway Avenue Sheffield S9 4WF
Telephone number	03708 506506

The Environment Agency certify that the following information is entered in the register which they maintain under regulation 28 of the Waste (England and Wales) Regulations 2011.

### Carriers details

Name of registered carrier	COWAN RECOVERY LTD t-a CMG
Registered as	An upper tier waste carrier, broker and dealer
Registration number	CBDU53804
Address of place of business	C M G RESCUE SERVICES WOLVERTON ROAD MILTON KEYNES MK14 5AA
Telephone number	01908610568
Date of registration	6 December 2021
Expiry date of registration (unless revoked)	17 January 2025

### Making changes to your registration

Your registration will last 3 years and will need to be renewed after this period. If any of your details change, you must notify us within 28 days of the change.



## CMG Work Safe (policy statement)

It is CMG t/a Cowan Recovery Limited (CMG will be referred to as the company herein) policy to encourage feedback from its operatives and subcontractors on any issue that will improve the safety, security and efficiency of the works in any situation.

In pursuit of this policy, the company will never penalise an individual who refuses to work because they reasonably consider they or others are exposed to unreasonable risk or there is an unreasonable risk to the environment.

The company will adopt the following steps in support of its stance on this issue:

- We teach during induction that operatives are encouraged to bring to the attention of supervisors, safety staff or management any issues they feel compromises their health, safety or welfare, at any time.
- It will be made plain that no penalty or imposition will be incurred by the individual, even if their concerns proved to be unfounded.
- As a matter of course, the person in charge of any works on behalf of the company will continually monitor their safety in liaison with customers, other contractors, individuals and enforcing authorities charged with ensuring the safety of the work.
- If a safety issue is brought to the attention of the person in charge, from any person under the control of the company or otherwise, they will immediately investigate this and take whatever steps are reasonably necessary to ensure the risk of harm has been removed or reduced to an acceptable level.
- Initiatives adopted by the company, including 'tool box' talks, formal safety training and job briefings will be used to remind all individuals of the 'Refusal to Work on the Grounds of Health, Safety and Environmental
- Concerns can be reported confidentially in line with the company Whistleblowing policy.

Any employee who considers that their health and/or safety or the safety of others is being unnecessarily or unreasonably threatened by an unsafe work practice, location or environment has the right to stop work and request changes to eliminate or reduce the perceived risk.

The department responsible for the supervision and direction of the work will investigate the complaint using the correct process, and if justified, take such measures as are necessary to reduce the risk to an acceptable level.

If an employee still reasonably considers the risk to be unacceptable, they may vacate the work area and refuse to work until the risk is reduced to an acceptable level. Persons invoking this procedure are protected from any associated disciplinary action and will not be subjected to discrimination or disciplinary action.

In the event of no substantive evidence of the concerns being justified, the complainant will be asked to carry out the task. In the event of the concerns being justified the work will be suspended until a safer method can be found. The company and its management team fully support this policy and are committed to provide competent personnel and financial resources to implement it.

<i>Pack &amp; Policy</i>	<i>champion</i>	<i>Stewart Usher - Support Services Manager</i>
<b>Reviewed By:</b>	<b>Date</b>	<b>Changes</b>
Stewart Usher	10 Sept 2020	Introduction of audit page
Stewart Usher	14 Oct 2020	Updated Motor group insurance cert
Stewart Usher	04 Nov 2020	Updated Logistics UK and Data Protection certs
Stewart Usher	23 Nov 2020	Updated Org chart and FORS Cert
Stewart Usher	11th December 2020	Introduction of Cyber Essentials Plus certificate
Stewart Usher	29 Jan 2021	Updated Safe Contractor & United Rentals Systems certificate
Stewart Usher	4th February 2021	Updated ISO 9001, PAS43, NHSSD17 certification - (WB off, CV on)
Stewart Usher	4th May 2021	Updated East O licence, insurances & AVRO cert
Stewart Usher	20th May 2021	Updated Marine insurance cert
Stewart Usher	23rd June 2021	Updated RHA membership cert
Stewart Usher	31st August 2021	Updated - Cyber Essentials cert, FORS cert & Org Chart
Stewart Usher	01 November 2021	Updated Logistics UK
Stewart Usher	03 November 2021	Updated Data Protection certificate
Stewart Usher	4th January 2022	Update Waste Carriers Licence, add O Licence North East, add Terrorism Policy, update Org chart. Carry out audit of all contents.
Stewart Usher	16th February 2022	Update to structure ( <i>now alphabetical</i> ) and adding several new polices ( <i>use, Fraud, IT access, Modern Day Slavery, Supply Chain statement, Vulnerable Customer Polices</i> )
Stewart Usher	1st March 2022	Updated Safe Contractor Certs
Stewart Usher	26th April 2022	Updated ISO 9001, PAS43, NHSSD17a/b certification
Stewart Usher	6th May 2022	Updated Insurances
Stewart Usher	10th May 2022	Updated Company Organisational chart, updated RHA cert
Stewart Usher	27/05/22	Updated O Licences
Stewart Usher	27/07/22	Updated FORS certification
Stewart Usher	07/11/22	Updated new ICO certificate
Stewart Usher	03/01/23	Updated Org chart, Annual audit of all other data with no change.
Stewart Usher	20/02/23	Updated Safe Contractor certificate
Stewart Usher	28/02/23	Updated new AVRO Cert
Stewart Usher	12/04/23	Updated Org chart
Stewart Usher	15/05/23	Updated Complaint & Issues Management Policy Process
Stewart Usher	22/05/23	Updated Insurances
Stewart Usher	30/08/23	Updated RHA cert
Stewart Usher	19/09/23	Add GDPR statement, remove RRRR membership certificate
Stewart Usher	10/10/23	Updated Logistics Compliance cert
Stewart Usher	02/11/23	Updated new ICO certificate
Stewart Usher	22/11/23	Updated East O Licence
Stewart Usher	09-10/01/24	Full review of contents
Stewart Usher	23-24/01/24	Updated Cyber Essentials Plus cert - add EV-Hybrid statement
Stewart Usher	19/03/24	Updated O Licence for the North East of England
Stewart Usher	2nd April 2024	Added new Earned Recognition & Safe Contractor certificates

V: 2nd April 2024



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[www.cmg-org.com](http://www.cmg-org.com)

