

TERMS OF BUSINESS

Excel Technical Resourcing Solutions Limited (trading as Excel Resourcing)

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CLIENT TERMS OF BUSINESS

Excel Technical Resourcing Solutions Limited (trading as Excel Resourcing)

Supply of independent limited-company contractors only

Version 1.1 — September 2026

Supplier. Excel Technical Resourcing Solutions Limited, company number 04930757, whose registered office is Suite 7, Fleet Offices, 185 Fleet Road, Fleet, Hampshire, GU51 3BL (“Excel”).

Client. The person, firm or corporate body requesting, interviewing, engaging or receiving the Services of a Contractor introduced or supplied by Excel (“Client”).

Scope. These Terms apply only to Excel’s supply of independent contractors operating through limited companies. Excel does not supply sole traders, PAYE workers or umbrella-employed workers under these Terms.

Assignment-specific commercial details will be recorded separately by Excel in an Assignment Confirmation.

1. Definitions and interpretation

- 1.1 “Assignment” means the period during which a Contractor performs Services for the Client through Excel.
- 1.2 “Assignment Confirmation” means Excel’s separate written confirmation of the Contractor, Client, site, Services, rate, timing, expected attendance, duration and assignment-specific requirements.
- 1.3 “Charges” means Excel’s charges for the supply of the Contractor, including the Contractor cost, Excel margin or commission, VAT and any authorised travel, accommodation, mileage, expenses or other agreed disbursements.
- 1.4 “Contractor” means a limited company introduced or supplied by Excel, together with any approved individual supplied through that contracting company.
- 1.5 “Engagement” means any direct or indirect employment, engagement or use of a Contractor or individual introduced or supplied by Excel, whether directly, through another agency or supplier, through another company or intermediary, or by a third party to whom the Client has introduced them.
- 1.6 “Introduction” includes provision of a CV or identifying information, arranging an interview or discussion, or supplying the Contractor, where that introduction leads to an Engagement.
- 1.7 “Services” means the engineering, maintenance, inspection, diagnostic, repair, technical or related services requested by the Client and confirmed by Excel.
- 1.8 “Working Day” means a day other than Saturday, Sunday or public holiday in England.
- 1.9 References to legislation include amendments, replacements and subordinate legislation in force from time to time. Headings do not affect interpretation.

2. Agreement and acceptance of these Terms

- 2.1 These Terms, together with each Assignment Confirmation, form the agreement between Excel and the Client for the relevant supply.
- 2.2 Excel may provide or make these Terms reasonably available to the Client by document, email, or hyperlink to the current version published on Excel’s website. After receiving or being given access to these Terms, the Client accepts them when it requests or interviews a Contractor, receives identifying information following a request for supply, instructs Excel to proceed, confirms or continues a booking, permits a Contractor to start work, approves time, or otherwise accepts or uses the Services, whichever occurs first.
- 2.3 These Terms prevail over any Client purchase order, portal terms, procurement terms or other standard conditions unless an authorised director of Excel expressly agrees otherwise in writing.
- 2.4 A purchase-order number or internal approval requirement does not relieve the Client of liability for authorised Services requested or accepted by the Client.
- 2.5 A variation is effective only if agreed in writing by an authorised representative of Excel. Operational instructions to a Contractor do not vary Excel’s commercial terms.
- 2.6 Excel will use reasonable endeavours to provide or make these Terms available before or at the first Introduction or supply, including by hyperlink in a booking or Assignment Confirmation email, so that the Client has notice of them before accepting the Services.

2.7 If the Client does not agree to these Terms or to an Assignment Confirmation, it must notify Excel in writing before proceeding with the relevant Introduction, booking or Services. If the Client does not object and then proceeds with any of the conduct described in clause 2.2, that conduct constitutes acceptance of these Terms. For the avoidance of doubt, acceptance arises from the Client's conduct and not from silence alone.

3. Nature of supply and independent contractor model

- 3.1** Excel operates as an employment business / intermediary introducing and supplying independent Contractors to Clients. The Contractor is not an employee of Excel or the Client merely because it is supplied under these Terms; actual legal and tax status is determined by Applicable Law and working practices.
- 3.2** Excel supplies limited-company Contractors only under these Terms. If the off-payroll working rules require Excel, as fee-payer, to operate PAYE and National Insurance on a deemed employment payment, Excel may make the deductions and reports required by law. Excel may also suspend or terminate an Assignment where continuing the supply would be unlawful, non-compliant or inconsistent with Excel's limited-company contractor model.
- 3.3** The Client acknowledges that Excel will not supply a sole trader, PAYE worker or umbrella-employed worker under these Terms. Any request for a different engagement model must be separately agreed in writing by Excel and will be subject to different terms and compliance arrangements.
- 3.4** The Client shall not represent to any person or authority that Excel guarantees a particular employment-status or tax outcome. The parties will cooperate to ensure contractual documentation and actual working practices are accurately described.
- 3.5** The Client may specify required outcomes, vehicles, priorities, deadlines, site-access hours, safety requirements, manufacturer procedures and compliance standards. Except where necessary for safety, law, manufacturer requirements or agreed quality standards, the Client should not unnecessarily dictate the professional technical manner in which an independent Contractor performs the Services.
- 3.6** The Client must notify Excel promptly if actual working practices materially differ from the information provided to Excel or from any tax/status determination applicable to the Assignment.

4. Information and cooperation required from the Client

- 4.1** Before supply, the Client must provide sufficient information for Excel to identify the role and risks, including the work to be performed, location, expected attendance, duration, required experience, qualifications or licences, known health and safety risks, site rules and any legal or regulatory requirements applying to the role.
- 4.2** The Client warrants that information supplied to Excel concerning the Assignment, working practices, supervision, direction or control, IR35 status, Client size, site safety and required qualifications is complete and accurate to the best of its knowledge.
- 4.3** The Client must notify Excel promptly of any material change to the Assignment or information previously provided.
- 4.4** The Client will identify persons authorised to approve time, request additional work and raise technical or commercial issues with Excel.

5. Conduct Regulations 2003

- 5.1** Where Excel confirms that the Contractor and the individual supplied have validly opted out under Regulation 32 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, the Client acknowledges that the opt-out applies to that introduction or supply to the extent permitted by law.
- 5.2** The Client must not assume that an opt-out exists merely because a Contractor operates through a limited company. Excel will notify the Client when a valid opt-out has been recorded.
- 5.3** Where the Conduct Regulations apply to a transfer or Engagement, any transfer or introduction fee will apply only to the extent permitted by those Regulations and clause 12 below.

6. Off-payroll working / IR35

- 6.1** This clause applies where an individual provides Services through the Contractor or another intermediary within the Contractor's supply arrangements.
- 6.2** The Client must determine and communicate its size/status for the off-payroll working rules where relevant and must provide confirmation to Excel on request.

- 6.3** Where the Client is a public authority or a medium or large private or voluntary-sector organisation within Chapter 10 Part 2 ITEPA 2003, the Client must determine the worker's tax status with reasonable care and issue a valid Status Determination Statement ("SDS") to the worker and Excel, including the conclusion and reasons.
- 6.4** The Client must operate a compliant status-disagreement process, keep appropriate records and notify Excel promptly of any revised SDS or change in working practices that may affect the determination.
- 6.5** Where the Client is a small private-sector organisation, it must confirm that status to Excel when reasonably requested so that the Contractor can determine its Chapter 8 responsibilities.
- 6.6** Excel may rely on the Client's SDS and information when operating the labour supply chain. The Client shall indemnify Excel against tax, National Insurance, Apprenticeship Levy, interest, penalties and reasonable professional costs to the extent caused by the Client's failure to comply with its statutory Chapter 10 duties, failure to take reasonable care, failure to pass a valid SDS, or materially inaccurate information supplied by the Client.
- 6.7** Nothing in these Terms requires the Client to reach an "outside IR35" determination. The Client must make the determination required by law accurately and with reasonable care.

7. Contractor personnel, substitution and Client approval

- 7.1** Where a Contractor has a genuine contractual right to substitute or subcontract, the Client will not unreasonably withhold or delay approval of an appropriately qualified substitute who satisfies objective competence, right-to-work, site-access, security and safety requirements.
- 7.2** No substitute has an automatic right of access to the Client's site. Excel and the Client may carry out proportionate checks before access is granted.
- 7.3** The Client must not directly engage, instruct or pay any unapproved substitute or additional person supplied by a Contractor without Excel's written agreement.

8. Health, safety, premises and Client equipment

- 8.1** The Client is responsible for providing and maintaining, so far as required by law and within its control, a safe workplace, safe access and egress, suitable welfare facilities and appropriate emergency arrangements.
- 8.2** The Client must provide site induction and relevant information about hazards, traffic movements, pits, lifts, lifting equipment, electrical systems, hazardous substances, high-voltage vehicles, confined spaces and other risks that the Contractor could not reasonably be expected to know.
- 8.3** Client-owned lifts, columns, pits, jacks, tools, diagnostic equipment and other work equipment made available to the Contractor must be suitable, maintained, inspected or examined as legally required and safe for authorised use.
- 8.4** The Client must not instruct a Contractor to perform unlawful or unsafe work or to bypass manufacturer, DVSA, Operator Licence, electrical-safety or other mandatory requirements.
- 8.5** The Client must cooperate where a Contractor reasonably stops work because a vehicle, site or item of equipment cannot safely be used. Where the inability to work results from a Client-controlled safety failure, Excel may treat the lost booking as a Client cancellation under clause 11.
- 8.6** The Client is responsible for ensuring that any Client motor policy said to cover Contractors driving or road-testing vehicles actually provides the required cover, and must tell Excel if Contractors are expected to maintain their own motor or trade insurance.

9. Timesheets and verification of Services

- 9.1** The Client must ensure that an authorised representative verifies the Contractor's time each week or at the frequency confirmed by Excel, whether by signed timesheet or approved electronic system.
- 9.2** Verification confirms attendance, authorised hours and the work recorded for charging purposes. It does not amount to a waiver of a genuinely latent defect that could not reasonably have been identified at the time of approval.
- 9.3** If the Client disputes recorded time, it must raise the issue promptly and in any event within 5 Working Days of receiving the relevant timesheet or invoice, giving reasonable details and any supporting records.
- 9.4** Failure or refusal to sign a timesheet does not relieve the Client from paying for Services that Excel can reasonably establish were authorised and performed.

10. Charges, invoicing and payment

- 10.1** The Client will pay the Charges confirmed by Excel. VAT is payable at the applicable rate.
- 10.2** Excel may vary Charges on written notice where reasonably necessary to reflect a change requested by the Client or a new statutory cost, tax, levy or legal requirement affecting the supply. Other rate changes require Client agreement.
- 10.3** Excel will invoice weekly unless otherwise agreed. Invoices are payable within 30 days of the invoice date.
- 10.4** Any invoice dispute must be raised in writing within 7 days of the invoice date, identifying the disputed amount and detailed reason. Any undisputed balance remains payable by the original due date.
- 10.5** The Client may not set off, deduct or withhold sums against Excel invoices except where required by law or agreed in writing by Excel.
- 10.6** Excel may charge statutory interest on late commercial payments at 8% above the Bank of England base rate, together with any statutory fixed compensation and reasonable debt-recovery costs available under applicable late-payment legislation.
- 10.7** If payment is overdue, Excel may suspend further supply without liability after giving reasonable notice, or immediately where the overdue amount is material or there is an insolvency risk.

11. Cancellation, reduced bookings and aborted attendance

- 11.1** Unless Excel agrees different cancellation terms for an Assignment, the following applies where the Client cancels or materially reduces booked attendance for reasons not caused by Excel or Contractor breach.
- 11.2** Where notice is received more than 48 hours before the booked shift start, no cancellation fee is due except for irrecoverable travel or accommodation expressly authorised by the Client.
- 11.3** Where notice is received between 24 and 48 hours before the booked shift start, the Client will pay 50% of the first affected booked shift for each Contractor plus authorised irrecoverable travel or accommodation.
- 11.4** Where notice is received less than 24 hours before the booked shift start, after the Contractor has travelled, or on arrival, the Client will pay 100% of the first affected booked shift for each Contractor plus authorised irrecoverable travel or accommodation.
- 11.5** No cancellation fee is due where Excel removes a Contractor because of proven serious misconduct, lack of required qualification or other material Contractor breach, although Services already properly performed remain payable.
- 11.6** A Client instruction sending a Contractor home early for lack of work, site closure, unavailable vehicle, unavailable equipment or other Client-controlled reason is treated as a cancellation of the remaining booked shift unless Excel agrees otherwise.

12. Introduction, transfer and non-circumvention fees

- 12.1** The Client must not use Excel's introduction to bypass Excel. This clause applies where the Client or a person to whom the Client has introduced the Contractor Engages the Contractor or individual other than through Excel, whether directly or through another agency, supplier, company or intermediary.
- 12.2** Where a valid Regulation 32 opt-out applies to the Contractor, an Introduction Fee is payable if the Engagement occurs during the Assignment or within 6 months after the Contractor last performed Services for the Client, or, where there was no supply, within 6 months after the Introduction.
- 12.3** For clause 12.2, the Introduction Fee is 20% of the gross annual remuneration or annualised fees expected to be paid for the Engagement during its first 12 months, subject to a minimum fee of £4,500 plus VAT. If the remuneration is not disclosed, Excel may calculate annualised fees by reference to the most recent agreed weekly hours and rate or, if unavailable, the average weekly Charges over the last 4 weeks of supply multiplied by 48.
- 12.4** Where the Conduct Regulations apply because no valid Regulation 32 opt-out is in force, any transfer fee is payable only within the statutory transfer-fee window and only in accordance with Regulation 10. The Client is offered an alternative extended hire period of 8 weeks on terms no less favourable than the existing supply; if the Client completes that extended hire period, no transfer fee is payable at its end, subject to the Regulations.
- 12.5** Where the Client introduces the Contractor or individual to a third party and that introduction results in an Engagement outside Excel, the applicable introduction or transfer fee is payable by the Client to the extent permitted by law.
- 12.6** The Client must notify Excel before making any direct or indirect offer to a Contractor or individual introduced by Excel and must provide the remuneration information reasonably needed to calculate any fee.

12.7 No fee is payable where the Client proves that it had a genuine pre-existing direct commercial relationship with the Contractor or individual, disclosed to Excel before Excel's Introduction, and the Engagement is wholly independent of Excel's Introduction.

13. Technical complaints, defective work and vehicle-damage claims

- 13.1** The Client must notify Excel promptly of any alleged defective workmanship, vehicle damage, safety concern or other circumstance reasonably likely to result in a claim and, where practicable, within 5 Working Days after becoming aware of it.
- 13.2** The initial notification should identify the vehicle, date, original defect or task, work complained of and immediate safety or operational issue. The Client must provide reasonably available supporting documents, photographs, diagnostic evidence, quotations and relevant repair or maintenance history as soon as practicable.
- 13.3** Except where immediate remedial action is reasonably necessary for safety, statutory compliance or to avoid materially greater loss, the Client must give Excel and/or the Contractor a reasonable opportunity to inspect the vehicle, failed component and records before third-party work materially alters the evidence.
- 13.4** Where immediate repair is necessary, the Client should preserve failed components, photographs, diagnostic information and other evidence where reasonably practicable.
- 13.5** The fact that an Excel-supplied Contractor previously worked on the vehicle or related system does not by itself establish causation or liability. A fair investigation should consider elapsed time, intervening use, subsequent repair or access, component condition, records, manufacturer information and other relevant evidence.
- 13.6** The Client must take reasonable steps to mitigate loss. Excel is not responsible for any part of a claimed loss that was materially increased by an unreasonable delay, unnecessary betterment or failure to preserve evidence, to the extent that this prejudices investigation or mitigation.
- 13.7** Contractor timesheet approval is not a final acceptance of latent workmanship, but a later technical complaint does not entitle the Client to withhold unrelated or undisputed invoices.
- 13.8** No Contractor has authority to admit liability or agree compensation on Excel's behalf. Any settlement or recharge must be agreed with Excel in writing.

14. Confidentiality, contractor information and data protection

- 14.1** Information supplied by Excel about a Contractor, including CVs, contact details, rates, qualifications, business information and status documentation, is confidential and may be used only for evaluating or receiving the relevant Services.
- 14.2** The Client must not disclose Contractor information to a third party except where necessary for the Assignment, legally required, or with Excel's consent. Any onward disclosure that results in an Engagement remains subject to clause 12.
- 14.3** Each party must keep the other party's non-public commercial information confidential, including rates, margins, client or contractor data, systems and business processes.
- 14.4** Each party will comply with the Data Protection Act 2018, UK GDPR and other applicable UK data-protection legislation as amended from time to time.
- 14.5** The Client must implement reasonable security controls for Contractor personal data and notify Excel without undue delay of any material personal-data breach affecting information supplied by Excel.

15. Intellectual property

- 15.1** Subject to any pre-existing intellectual property owned by Excel or the Contractor, intellectual property created specifically for the Client as a deliverable of the Services will belong to the Client to the extent stated in the relevant Assignment Confirmation or otherwise agreed in writing.
- 15.2** Pre-existing tools, know-how, diagnostic methods, templates, software, processes and materials remain the property of their existing owner. The Client receives only the licence reasonably necessary to use the specific deliverable for its intended purpose.
- 15.3** Excel will use reasonable endeavours to procure any further document reasonably required to give effect to an agreed transfer of Contractor-created intellectual property.

16. Excel checks and Client responsibilities

- 16.1** Excel will take reasonable steps, appropriate to its role and information provided by the Client, to obtain and check relevant identity, right-to-work, qualification and business-compliance information before supply.
- 16.2** Excel does not warrant that every Contractor will be suitable for every task beyond the requirements communicated by the Client. The Client remains responsible for giving Excel accurate role requirements and for site-specific authorisation of work.
- 16.3** The Client must immediately tell Excel if it becomes aware of information indicating that a Contractor may be unsuitable, unsafe, dishonest, unqualified or otherwise inappropriate for the Assignment.
- 16.4** The Client must not knowingly permit a Contractor to perform work outside their evidenced competence or qualification.

17. Insurance and allocation of operational risk

- 17.1** Excel will require Contractors to maintain insurance reasonably appropriate to their Services and the risk profile communicated to Excel. The Client must tell Excel before supply of any specific insurance limit or cover required by the Client contract or site.
- 17.2** The Client is responsible for its own property, motor, public liability and other insurance appropriate to its operations and premises.
- 17.3** The existence of Contractor insurance does not make Excel the insurer of the Contractor's workmanship or the Client's property and does not create liability where none otherwise exists under these Terms.

18. Liability and exclusions

- 18.1** Excel will exercise reasonable care in providing its employment-business services and in obtaining and communicating information relevant to the Client's stated requirements.
- 18.2** The Contractor is an independent business and is responsible for the professional technical performance of the Services. Excel is not liable for a Contractor's negligence, dishonesty, misconduct, defective workmanship or lack of skill except to the extent that the Client's loss was directly caused by Excel's own negligence or breach of these Terms.
- 18.3** Excel is not liable for failure to supply or continue supplying a Contractor where the cause is beyond Excel's reasonable control, the Contractor withdraws, the Client ends the requirement, or Excel reasonably suspends supply for safety, legal, tax, compliance or non-payment reasons.
- 18.4** Neither party is liable to the other for indirect or consequential loss. To the fullest extent permitted by law, Excel is not liable for loss of profit, revenue, business, anticipated savings, production, use, fleet availability or consequential vehicle-hire or replacement costs arising from Contractor acts or omissions.
- 18.5** Subject to clause 18.6, Excel's aggregate liability arising out of an Assignment or series of connected events shall not exceed 100% of the Charges paid or payable by the Client to Excel for the affected Assignment during the 12 months immediately preceding the event giving rise to the claim.
- 18.6** Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.
- 18.7** The Client must bring any contractual claim against Excel within 12 months after it became aware, or ought reasonably to have become aware, of the facts giving rise to the claim, except where a shorter period would be unlawful or the claim concerns a liability that cannot lawfully be restricted in this way.

19. Client indemnities

- 19.1** The Client will indemnify Excel against third-party claims, tax liabilities and reasonable costs to the extent caused by the Client's breach of these Terms, unlawful instruction, unsafe site or equipment, breach of data-protection obligations, or materially inaccurate information supplied to Excel.
- 19.2** The indemnity includes liabilities arising under clause 6 where the relevant tax or National Insurance liability is caused by the Client's statutory failure or materially inaccurate working-practice information, but does not transfer to the Client liabilities that Applicable Law makes Excel responsible for irrespective of Client conduct.
- 19.3** The Client is not required to indemnify Excel to the extent a loss was caused by Excel's own negligence, fraud or deliberate breach.

20. Suspension and termination

- 20.1** The Client may end an Assignment on the notice agreed for that Assignment, subject to clause 11 cancellation charges and accrued payment obligations.
- 20.2** The Client may require immediate removal of a Contractor for a genuine safety, misconduct, confidentiality, competence or security concern, provided it gives Excel reasonable particulars. Excel may investigate and, where practicable, offer a replacement.
- 20.3** Excel may suspend or terminate an Assignment immediately if the Client fails to pay a material amount when due; operates an unsafe site; gives an unlawful instruction; fails to comply with clauses 5 or 6; provides materially false status information; prevents a lawful compliance investigation; becomes insolvent; or otherwise commits a serious or persistent breach.
- 20.4** Either party may terminate the overarching trading relationship on 30 days' written notice, but any Assignment already in progress continues unless separately ended under its applicable notice/cancellation terms.
- 20.5** Termination does not affect accrued rights, payment obligations, introduction or transfer fees, confidentiality, data protection, liability, indemnity or other provisions intended to survive.

21. Notices

- 21.1** Formal notices may be delivered by hand, prepaid first-class post or email to the registered/business address or email address most recently notified by the receiving party.
- 21.2** A notice sent by email is deemed received when transmitted without a delivery-failure notification, provided that a notice sent outside normal business hours is deemed received at 09:00 on the next Working Day.
- 21.3** Operational messages concerning attendance, timesheets, scope, safety or day-to-day service delivery may be given through the parties' usual email, telephone, messaging or workforce-management systems.

22. General

- 22.1** These Terms and the relevant Assignment Confirmation constitute the entire agreement concerning the supply and supersede prior discussions on the same subject, without excluding liability for fraud.
- 22.2** If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary or severed without affecting the remainder.
- 22.3** A delay or failure to exercise a right is not a waiver.
- 22.4** The Client may not assign these Terms or an Assignment without Excel's written consent, except as part of a genuine transfer of substantially all of the relevant business where the successor assumes the Client's obligations. Excel may assign to a group company or business successor.
- 22.5** Unless expressly stated otherwise, no third party has rights under the Contracts (Rights of Third Parties) Act 1999.

23. Governing law and jurisdiction

- 23.1** These Terms and each Assignment are governed by the law of England and Wales.
- 23.2** The courts of England and Wales have exclusive jurisdiction.

24. Electronic signature and acceptance

- 24.1** No signature is required where these Terms are accepted by the conduct described in clause 2.2. They may also be accepted by electronic signature, email confirmation or other written acknowledgement.
- 24.2** Where signed, the signatory warrants that they are authorised to bind the Client.
- 24.3** A later Assignment Confirmation may be accepted electronically or by the Client permitting Services to commence.