

CONTRACTOR MASTER SERVICES AGREEMENT

Excel Technical Resourcing Solutions Limited (trading as Excel Resourcing)

Contents

1. Definitions and interpretation	2
2. Framework and individual Assignments	2
3. Independent business relationship and status	3
4. Conduct Regulations 2003	3
5. Off-payroll working / IR35 and tax status	3
6. Personnel, substitution and subcontracting	4
7. Competence, licences and continuing eligibility	4
8. Scope, Client instructions and additional work	4
9. Workmanship and technical standards	5
10. Maintenance records and Operator Licence support	5
11. Health, safety and safe systems of work	5
12. Tools, calibration, Client property and site access	6
13. Driving, moving and road-testing vehicles	6
14. Defects, incidents, complaints and claims	6
15. Quality control, monitoring and audits	6
16. Professional conduct and Client communications	7
17. Confidentiality, information security and data protection	7
18. Ethical and legal compliance	7
19. Timesheets, invoices and expenses	7
20. Fees, payment, deductions and disputed sums	8
21. Tax, VAT and employment-intermediary reporting	8
22. Insurance	8
23. Non-circumvention and protection of Client relationships	9
24. Liability, rectification and indemnities	9
25. Suspension and termination	9
26. Records, compliance evidence and audit trail	10
27. Notices	10
28. Entire agreement, variation and assignment	10
29. Severability, waiver and third-party rights	10
30. Governing law and jurisdiction	10
31. Electronic signature and acceptance	10
Appendix A — Contractor Operational & Quality Standards	11
Appendix B — Contractor Onboarding & Ongoing Compliance Checklist	11
Appendix C — Incident / Defective Work Investigation Protocol	12
Website acceptance note	12

CONTRACTOR MASTER SERVICES AGREEMENT

Excel Technical Resourcing Solutions Limited (trading as Excel Resourcing)

For limited-company contractors only

Version 1.1 — September 2026

Parties. This Agreement is between (1) Excel Technical Resourcing Solutions Limited, company number 04930757, whose registered office is Suite 7, Fleet Offices, 185 Fleet Road, Fleet, Hampshire, GU51 3BL (“Excel”); and (2) the limited company identified in the signature block and relevant Assignment Confirmation (“Contractor”). Excel does not engage sole traders, PAYE workers or umbrella-employed workers under this Agreement.

Purpose. This is a business-to-business framework for engineering, maintenance, inspection, diagnostic, repair and related commercial-vehicle services supplied to Excel clients. Each accepted Assignment is a separate engagement under this Agreement.

The Assignment Confirmation / commercial schedule will be maintained separately by Excel.

1. Definitions and interpretation

- 1.1 “Assignment” means a specific engagement accepted by the Contractor following an assignment confirmation, booking confirmation, work order, email or equivalent written instruction from Excel.
- 1.2 “Assignment Confirmation” means Excel’s separate written confirmation of the Client, site, Services, rate, timing, expected attendance, duration and any assignment-specific requirements.
- 1.3 “Client” means the end hirer or recipient of the Services identified by Excel for the Assignment.
- 1.4 “Contractor” means the limited company identified in the signature block and relevant Assignment Confirmation, acting as an independent business and supplying the Services through its director, employee, worker, approved substitute or approved subcontractor as applicable.
- 1.5 “Contractor Personnel” means any director, employee, worker, representative, approved substitute or approved subcontractor used by the Contractor to perform the Services.
- 1.6 “Services” means the engineering, maintenance, inspection, diagnostic, repair, technical or related services stated in the Assignment Confirmation.
- 1.7 “Applicable Law” includes legislation, regulations and legally binding requirements applying to the parties, the Services and the relevant site, including employment-business, tax, health and safety, data protection, roadworthiness and operator-licensing requirements.
- 1.8 References to legislation include amendments, replacements and subordinate legislation in force from time to time. Headings do not affect interpretation.

2. Framework and individual Assignments

- 2.1 Excel is not obliged to offer any minimum volume of work and the Contractor is not obliged to accept any future Assignment.
- 2.2 An Assignment becomes binding when the Contractor accepts Excel’s Assignment Confirmation by signature, email, electronic portal, message or by commencing the Services.
- 2.3 The Assignment Confirmation will deal with commercial and assignment-specific matters. If it conflicts with this Agreement, the Assignment Confirmation prevails only for the expressly stated commercial or assignment-specific matter; this Agreement prevails for legal, compliance, confidentiality, liability, conduct, safety and quality obligations unless an authorised Excel director expressly agrees otherwise in writing.
- 2.4 Any material change to scope, rate, location, attendance, duration or expenses must be authorised by Excel. Contractor Personnel have no authority to agree commercial variations directly with the Client on Excel’s behalf.
- 2.5 Excel may offer an Assignment for a stated period or on an ongoing basis, but no wording creates a guarantee of renewal, continuity or future hours beyond an accepted Assignment.
- 2.6 Excel may provide or make this Agreement reasonably available to the Contractor by document, email, electronic portal or hyperlink to the current version published on Excel’s website. If the Contractor does not agree to this Agreement, it must notify Excel before requesting or accepting further work-finding services or accepting an Assignment. Where legally

permitted, after receiving or being given access to this Agreement, the Contractor accepts it by expressly confirming agreement, requesting or accepting an Assignment, or commencing the Services.

- 2.7** Where Applicable Law requires terms of engagement or any specific notice to be agreed or completed before work-finding services, introduction or supply, Excel and the Contractor must complete that step at the required time. Silence alone does not constitute any Regulation 32 opt-out or any other acceptance where Applicable Law requires positive agreement.

3. Independent business relationship and status

- 3.1** The parties intend a genuine business-to-business relationship. Nothing in this Agreement creates employment, worker status, partnership, joint venture or authority to bind Excel or the Client, except to the extent Applicable Law determines otherwise.
- 3.2** The Contractor is responsible for organising and performing the Services as an independent business and bears the commercial risk of its performance, including the cost of remedying defective work for which it is responsible.
- 3.3** The Contractor may provide services to other customers, including during the term of this Agreement, provided that this does not breach confidentiality, create a conflict of interest or prevent proper performance of an accepted Assignment.
- 3.4** Excel is not obliged to offer and the Contractor is not obliged to accept any further Assignment. Once an Assignment is accepted, both parties are bound by the obligations applicable to that Assignment.
- 3.5** Contractor Personnel must not hold themselves out as employees of Excel or the Client and have no authority to incur liabilities, place orders, agree rates or enter contracts on behalf of Excel or the Client.
- 3.6** Contractual labels do not override the facts. The Contractor must tell Excel immediately if actual working practices materially differ from the information or status assumptions on which the Assignment was accepted.

4. Conduct Regulations 2003

- 4.1** For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, Excel acts as an employment business when supplying a Contractor to a Client. Excel will seek HGV, PSV, commercial-vehicle engineering, maintenance, inspection, diagnostic, repair and related technical work for Contractors under a contract for services, subject to the status and tax provisions in this Agreement.
- 4.2** The Contractor and the individual who will perform the Services may opt out of the Conduct Regulations only where Regulation 32 permits it. Any opt-out is a separate, explicit notice and must be completed and notified to Excel before Excel introduces or supplies that individual to the Client. An opt-out will not be inferred from silence, use of Excel's website, acceptance of an Assignment or commencement of Services, and Excel will notify the Client where a valid opt-out has been recorded.
- 4.3** Where no valid opt-out exists, or an opt-out is unavailable, ineffective or withdrawn for a future engagement, the applicable statutory requirements prevail over any inconsistent term of this Agreement.
- 4.4** The Contractor must provide all information reasonably required for Excel to meet its employment-business duties, including company information and identity, right-to-work, qualification, authorisation, suitability and assignment information for Contractor Personnel.
- 4.5** The applicable rate, payment frequency and Assignment notice terms will be confirmed separately before or at commencement of the Assignment. The Contractor is responsible for all employment, worker, payroll and statutory obligations owed to its own personnel. No member of Contractor Personnel becomes entitled to holiday pay, sick pay, pension contributions or other employment benefits from Excel or the Client merely by reason of this Agreement, subject always to Applicable Law.
- 4.6** Nothing in this Agreement requires or permits the Contractor or Contractor Personnel to waive a statutory protection that cannot lawfully be waived.

5. Off-payroll working / IR35 and tax status

- 5.1** "Off-payroll working rules" means the applicable provisions of Part 2 ITEPA 2003, including Chapters 8 and 10, associated National Insurance legislation and replacement or amending legislation.
- 5.2** Where a public-sector or medium/large private or voluntary-sector Client is responsible for determining status, Excel may rely on and pass through the Client's Status Determination Statement ("SDS"). The Contractor must provide information reasonably requested for that assessment and notify Excel immediately of any material change in working practices.

- 5.3** Where Excel becomes the deemed employer/fee-payer under the off-payroll rules, Excel may make any deductions, payments and reports required by law and may amend or terminate future payment arrangements accordingly.
- 5.4** Where a small private-sector Client is not responsible for a Chapter 10 determination, the Contractor remains responsible for its Chapter 8 obligations.
- 5.5** A description such as “outside IR35” records the intended tax-status position only. It does not override legislation or actual working practices.
- 5.6** The Contractor will indemnify Excel for tax, National Insurance, interest, penalties and reasonable professional costs to the extent caused by fraudulent, materially inaccurate or deliberately withheld information supplied by the Contractor. This clause does not transfer to the Contractor liabilities that Applicable Law makes Excel responsible for irrespective of the Contractor’s conduct.

6. Personnel, substitution and subcontracting

- 6.1** The Contractor may propose an appropriately qualified substitute or subcontractor where the nature of the Assignment permits substitution. Any right of substitution must be genuine and exercised consistently with the Client’s objective requirements.
- 6.2** Any proposed substitute or subcontractor must satisfy objective requirements concerning competence, qualifications, right to work, site access, security, insurance and health and safety. Approval must not be unreasonably withheld where a genuine substitution right applies and those requirements are met.
- 6.3** The Contractor remains responsible for selecting, engaging, paying and directing its personnel and for operating PAYE for them where legally required. Excel will pay the Contractor, not an unapproved substitute directly.
- 6.4** The Contractor remains fully responsible for the acts, omissions, quality, confidentiality and compliance of any person it lawfully supplies as if they were its own.
- 6.5** No unapproved person may attend the Client site or access Client vehicles, systems or data.

7. Competence, licences and continuing eligibility

- 7.1** The Contractor warrants that every person performing the Services is competent and suitably experienced and holds all licences, qualifications, approvals and authorisations required by law, the Client, the manufacturer or Excel for the work assigned.
- 7.2** Before an Assignment and on request thereafter, the Contractor must provide evidence of identity, right to work, driving entitlement, relevant technical qualifications, IRTEC or equivalent credentials where required, EV/high-voltage competence where applicable and any other role-specific certification.
- 7.3** The Contractor must immediately notify Excel if any licence, qualification, right to work, insurance or authorisation expires, is suspended, restricted, investigated or otherwise ceases to be valid.
- 7.4** Excel may remove a person from an Assignment immediately where Excel or the Client reasonably considers that person unsuitable, unqualified or presenting a material legal, safety, security or reputational risk.
- 7.5** The Contractor warrants that it is and will remain a validly incorporated limited company throughout its relationship with Excel. It must notify Excel immediately of any proposal or event relating to dissolution, strike-off, liquidation, administration or other material change to its corporate status.

8. Scope, Client instructions and additional work

- 8.1** The Contractor is engaged to deliver the scope stated by Excel. Subject to site rules, legal requirements, safety controls and manufacturer requirements, the Contractor is responsible for the professional technical manner in which the Services are performed.
- 8.2** The Client may identify vehicles, defects, priorities, deadlines, site-access hours, safety requirements and required outputs. This does not authorise the Contractor to accept a materially expanded scope, additional chargeable hours, expenditure, breakdown attendance or other extra work without Excel approval.
- 8.3** If the Client requests additional work, overtime, travel, parts purchase, emergency attendance or a material role change, the Contractor must refer the request to Excel before proceeding unless immediate action is reasonably necessary to prevent injury or serious property damage.
- 8.4** The Contractor must not discuss Excel’s rates, margins, internal commercial arrangements or other contractors’ rates with the Client.

9. Workmanship and technical standards

- 9.1** The Contractor must perform the Services with the reasonable skill, care and diligence expected of a competent HGV, PSV or commercial-vehicle technician experienced in the relevant work.
- 9.2** Work must comply with applicable manufacturer instructions, service information, technical specifications, lawful Client standards and the principles of current DVSA guidance relevant to vehicle maintenance and roadworthiness.
- 9.3** The Contractor must use the correct part, fuse rating, fastener specification, fluid, lubricant, torque setting, wiring protection, calibration, software or other applicable technical specification. Safety-critical specifications must not be substituted, uprated, bypassed or altered without proper technical authority and documentation.
- 9.4** Temporary repairs, bypasses, wiring modifications, software changes, emissions-system interference or other non-standard repairs must not be carried out unless lawful, technically justified, authorised and fully documented.
- 9.5** On completion, the Contractor must perform the checks reasonably necessary to verify the repair or inspection within scope and record any remaining defect, limitation or further work required.
- 9.6** If a fault is outside the Contractor's competence, requires unavailable information/equipment or cannot be resolved confidently without unacceptable trial-and-error risk, the Contractor must stop, make the vehicle safe and escalate the matter to the Client and Excel.
- 9.7** Responsibility is limited to the Services actually undertaken unless the Assignment expressly requires a broader safety inspection or roadworthiness assessment. Any safety-critical defect discovered must nevertheless be reported immediately.

10. Maintenance records and Operator Licence support

- 10.1** The Contractor acknowledges that accurate maintenance and rectification records may form part of a commercial vehicle operator's statutory and Operator Licence compliance system.
- 10.2** Job cards, PMI/safety inspection records, defect sheets, diagnostic records and rectification entries must be accurate, legible, complete and made contemporaneously or as soon as reasonably practicable after the work.
- 10.3** Records must identify the vehicle, date, work or inspection completed, defects found, rectification performed, outstanding defects and the person completing or signing the work. No person may sign for work that they have not completed or properly verified.
- 10.4** Where an inspection requires a declaration as to whether a vehicle is fit for service, the Contractor must apply the appropriate inspection standard and clearly record any restriction, prohibition or further repair requirement.
- 10.5** Completed records must be provided to the Client and/or Excel within the required operational timescale. Copies must be supplied to Excel where reasonably requested for audit, compliance or claim investigation.
- 10.6** Falsification, backdating, deliberate alteration or knowingly inaccurate maintenance documentation is a material breach.

11. Health, safety and safe systems of work

- 11.1** The Contractor is responsible for planning and carrying out its work safely and must comply with Applicable Law, lawful Client site rules, inductions, permits, risk controls and emergency procedures notified to it.
- 11.2** Before starting work at an unfamiliar site, the Contractor must complete the required induction and assess task-specific risks. If conditions are unsafe or controls are inadequate, work must stop and the issue must be reported to the Client site lead and Excel.
- 11.3** Appropriate PPE must be worn. Vehicles and work areas must be made safe against movement or inadvertent operation, including use of parking brakes, wheel chocks, isolation, key control, lifting or axle support and exclusion zones where appropriate.
- 11.4** Client-owned lifts, pits, jacks, diagnostic equipment and other work equipment must be subject to a reasonable pre-use check and must not be used if defective, out of inspection or apparently unsafe.
- 11.5** High-voltage EV work may only be undertaken by persons holding competence appropriate to the system and task and following manufacturer-approved isolation and verification procedures. Live high-voltage work is prohibited unless specifically lawful, authorised and supported by an appropriate safe system of work.

- 11.6** Accidents, injuries, near misses, spills, fires, vehicle damage and significant safety events must be reported to Excel as soon as practicable and in any event during the same shift.
- 11.7** No Contractor Personnel may attend or remain at a Client site while impaired by alcohol, illegal drugs, misuse of medication or any condition making them unsafe to work.

12. Tools, calibration, Client property and site access

- 12.1** Unless Excel states otherwise for an Assignment, the Contractor will provide ordinary hand tools and equipment reasonably expected of a competent technician. Specialist Client-provided equipment may be used where authorised.
- 12.2** Tools and measuring or diagnostic equipment for which calibration, inspection or certification is relevant must be serviceable and current. Evidence must be provided on reasonable request.
- 12.3** The Contractor must take reasonable care of Client or Excel vehicles, keys, passes, fuel cards, tools, laptops, diagnostic devices, documents and other property and return them promptly on request or at the end of the Assignment.
- 12.4** Loss, theft or damage to Client or Excel property must be reported immediately. Access passes, passwords and keys must not be shared with unauthorised persons.

13. Driving, moving and road-testing vehicles

- 13.1** Contractor Personnel must not drive, move or road-test a Client vehicle unless authorised by the Client and legally entitled to drive that vehicle.
- 13.2** The Contractor must ensure that the driver holds the correct licence category and other required entitlement. Where the Client's motor insurance does not cover the activity, the Contractor must maintain appropriate motor or trade insurance before driving.
- 13.3** Road tests must be reasonably necessary for the Services and carried out lawfully and safely. Any incident, warning light, new defect or damage must be reported immediately.

14. Defects, incidents, complaints and claims

- 14.1** The Contractor must notify Excel immediately of any incident, complaint or allegation reasonably likely to lead to a claim, vehicle-damage dispute, regulatory concern or material Client dissatisfaction.
- 14.2** Without Excel's written authority, the Contractor must not admit liability, agree compensation, authorise third-party repair costs or make statements on Excel's behalf.
- 14.3** The Contractor must preserve relevant evidence, including job cards, defect sheets, diagnostic logs, photographs, parts removed, measurements, messages and witness details, subject to Client instructions and data protection law.
- 14.4** Where defective workmanship is alleged, the Contractor must cooperate with a fair technical investigation. Where reasonably practicable, Excel and/or the Contractor must be given an opportunity to inspect the vehicle, failed component and relevant records before irreversible third-party remedial work is carried out.
- 14.5** The Contractor must re-perform or rectify work where reasonable evidence establishes that the defect was caused by its breach, negligence or failure to meet the agreed standard. If it cannot or will not rectify within a reasonable time, Excel may arrange third-party rectification and recover reasonable direct costs to the extent causally attributable to the Contractor.
- 14.6** Causation must not be assumed merely because a later defect concerns a vehicle or system previously worked on. The investigation should consider elapsed time, intervening use or repair, subsequent access, component condition, records, manufacturer information and other reasonably available evidence.

15. Quality control, monitoring and audits

- 15.1** Excel may conduct announced or unannounced quality, compliance and safety checks at Client sites and may review completed work and records.
- 15.2** Such checks verify outcomes, safety, documentation, legal compliance and workmanship. Except where necessary for safety, legal compliance or prevention of damage, they are not intended to create day-to-day supervision over the professional technical manner in which an independent Contractor performs the Services.
- 15.3** The Contractor must cooperate with reasonable corrective actions and provide relevant evidence requested by Excel. Persistent failure to meet standards is grounds for suspension or termination.

15.4 Excel may separately audit tax and compliance records relevant to this Agreement on reasonable notice, subject to confidentiality and data-minimisation requirements.

16. Professional conduct and Client communications

- 16.1** Contractor Personnel must behave professionally, respectfully and lawfully and comply with Client rules concerning security, conduct, equality, harassment, violence and safeguarding.
- 16.2** Any dispute with Client staff must be de-escalated and referred to Excel. Threatening, abusive, discriminatory, harassing or violent conduct is a serious breach.
- 16.3** Contractor Personnel must be clean and presentable and wear suitable workwear and PPE. Any Excel or Client-branded identification is for site, security or presentation purposes only and does not indicate employment status.
- 16.4** No photographs, video, social-media content or public statements concerning the Client, its vehicles, premises, staff or work may be made without prior permission.
- 16.5** The Contractor must not approach Client staff for direct payment, private side-work or commercial arrangements arising from the Assignment.

17. Confidentiality, information security and data protection

- 17.1** Confidential Information includes Client and Excel rates, margins, contacts, fleet information, maintenance schedules, vehicle data, access codes, passwords, technical information, business plans, contractor information and all non-public information obtained through an Assignment.
- 17.2** The Contractor may use Confidential Information only to perform the Services and must not disclose it except to authorised persons who need it for that purpose and are bound by equivalent obligations.
- 17.3** The Contractor must apply reasonable device and information-security controls, including passwords, device locking and current security updates. Client or Excel data must not be uploaded to public AI tools, public file-sharing services or unapproved cloud services.
- 17.4** Any loss, unauthorised disclosure, cyber incident or personal-data breach involving Excel or Client information must be reported to Excel without undue delay and, where practicable, within 24 hours of discovery.
- 17.5** On request or termination, the Contractor must return or securely delete Excel or Client data, subject to any legal retention duty.
- 17.6** 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. If the Contractor processes personal data on Excel's behalf beyond incidental access, the parties will enter any required data-processing terms.

18. Ethical and legal compliance

- 18.1** The Contractor must comply with applicable anti-bribery, anti-corruption, anti-fraud, prevention of tax-evasion facilitation, modern slavery, equality and sanctions laws relevant to the Assignment.
- 18.2** The Contractor must not offer, request or accept any undisclosed payment, commission, gift or benefit intended to influence the award, continuation or conduct of an Assignment.
- 18.3** The Contractor must promptly report to Excel any request or conduct reasonably suspected to involve bribery, fraud, falsification, tax evasion, exploitation or other serious illegality connected with the Services.

19. Timesheets, invoices and expenses

- 19.1** Only actual authorised time worked may be claimed. The Contractor must accurately record start time, finish time, breaks and total payable hours using the Client or Excel system required for the Assignment.
- 19.2** Timesheets should be approved by an authorised Client representative or through an approved electronic workflow. Approval of time is evidence of attendance and time only; it does not constitute final technical acceptance of workmanship or waive a genuinely latent defect. Failure to obtain Client approval does not extinguish payment entitlement where Excel can reasonably verify that authorised Services were performed.
- 19.3** Invoices must be issued by the Contractor named in this Agreement, quote the relevant worker or Assignment, match approved time, show the company number and VAT number where applicable, and be paid only into a verified bank account in the Contractor's legal or trading name.

- 19.4** Travel, accommodation, mileage, parts and other expenses are payable only where pre-authorised by Excel and supported by receipts where requested.
- 19.5** Knowingly falsifying time, expenses or work records is a material breach. Excel may withhold the disputed amount while investigating, recover overpayments and seek reasonable direct losses caused by fraud or deliberate falsification.
- 19.6** Invoice and timesheet deadlines and the payment cycle are confirmed separately for each Assignment. Late or incomplete submissions may be moved to the next payment run, subject to any mandatory statutory payment obligation.

20. Fees, payment, deductions and disputed sums

- 20.1** Excel will pay the agreed fees for authorised Services properly performed and invoiced in accordance with this Agreement and the Assignment Confirmation.
- 20.2** Unless Excel confirms another payment cycle in writing, valid undisputed invoices are payable within 7 days after receipt and completion of the agreed verification process. Client signature or Client payment is not an absolute condition of payment where the Conduct Regulations apply or where Excel can otherwise reasonably verify that authorised Services were performed.
- 20.3** Where the Conduct Regulations apply, Excel will pay the Contractor for work properly performed irrespective of whether Excel has been paid by the Client. Excel does not intend to operate a general “pay when paid” arrangement for Contractors under this Agreement.
- 20.4** Excel may set off or deduct sums that are legally due from the Contractor to Excel under this Agreement, including documented overpayments, agreed or established rectification costs and direct losses for which the Contractor is liable. Excel will provide reasonable particulars of the basis of the deduction.
- 20.5** Where liability is genuinely disputed, the parties will cooperate to investigate promptly. Excel may retain only the reasonably disputed amount pending resolution and should pay any undisputed balance.
- 20.6** Excel may make any deduction from payment that is required by tax or other law, including PAYE and National Insurance where the applicable statutory rules require Excel to operate them.

21. Tax, VAT and employment-intermediary reporting

- 21.1** Subject to clause 5 and any mandatory deduction by Excel, the Contractor is responsible for its own corporation tax, VAT and other business taxes and for paying its personnel correctly, including PAYE and National Insurance where legally required.
- 21.2** The Contractor warrants that it will not use any tax-evasion, disguised-remuneration or other arrangement that it knows or ought reasonably to know is unlawful.
- 21.3** The Contractor must provide accurate information reasonably required for Excel’s HMRC employment-intermediary reporting and off-payroll compliance, including information about the individual supplied and the reason PAYE has or has not been operated where required by HMRC.
- 21.4** The Contractor must notify Excel promptly of any material HMRC compliance investigation, VAT deregistration, insolvency, strike-off action or event materially affecting its ability to comply with this Agreement.
- 21.5** Excel may suspend onboarding or an Assignment until it has sufficient evidence to support the tax treatment and reporting position.

22. Insurance

- 22.1** The Contractor must maintain insurance appropriate to the Services and Client exposure throughout each Assignment and any applicable claims period.
- 22.2** Required cover will normally include public liability, professional indemnity where appropriate to the Services, employers’ liability where legally required, and motor or trade insurance where required for driving or custody not covered by the Client’s policy.
- 22.3** Minimum insurance limits are those notified by Excel during onboarding or for the relevant Assignment. Excel may require higher limits where a Client contract or risk profile reasonably requires them.
- 22.4** Before work starts and on renewal, the Contractor must provide certificates and schedules reasonably requested by Excel and notify Excel immediately of cancellation, lapse, material restriction or a claim likely to exhaust cover.
- 22.5** Insurance does not limit the Contractor’s liability unless this Agreement expressly states otherwise.

23. Non-circumvention and protection of Client relationships

- 23.1** The Contractor remains free to work for other customers generally.
- 23.2** During an Assignment and for 6 months after the Contractor last performs Services for a Client introduced through Excel, the Contractor must not knowingly bypass Excel by soliciting or accepting substantially similar direct or indirect work from the same Client, site or business unit where the opportunity arose from Excel's introduction, unless Excel gives written permission.
- 23.3** This restriction does not apply to a demonstrable pre-existing direct commercial relationship disclosed to Excel in writing before Excel's introduction, or to work obtained independently and wholly unrelated to Excel's introduction.
- 23.4** For 6 months after an Assignment, the Contractor must not knowingly solicit Excel employees or contractors with whom it worked through Excel to leave Excel for the purpose of supplying them into the same Client relationship outside Excel.
- 23.5** This clause is intended only to protect Excel's legitimate introduction and Client relationship and must be interpreted no wider than reasonably necessary.

24. Liability, rectification and indemnities

- 24.1** The Contractor is liable for direct loss, damage, injury and reasonable third-party cost to the extent caused by its negligence, deliberate act, breach of this Agreement, defective workmanship or the acts or omissions of Contractor Personnel.
- 24.2** Where the Contractor is responsible for defective work, reasonable recovery, inspection, third-party repair and Client charge-back costs may be recoverable to the extent evidenced, reasonably incurred and causally attributable to the Contractor.
- 24.3** The Contractor will indemnify Excel and, where legally enforceable, the Client against third-party claims and liabilities arising from: (a) death, personal injury or property damage caused by the Contractor; (b) breach of confidentiality or data obligations; (c) fraud or dishonesty; (d) infringement of third-party intellectual property by materials supplied by the Contractor; or (e) tax liabilities falling within clause 5.6.
- 24.4** Neither party is liable to the other for remote or speculative loss. Loss of profit, business interruption or loss of use is recoverable from the Contractor only where it forms part of a third-party Client claim that was reasonably foreseeable and directly caused by the Contractor's breach and is not otherwise excluded by the Client agreement.
- 24.5** Nothing in this clause makes the Contractor liable merely because it previously worked on the same vehicle or system; causation must be supported by reasonable evidence.
- 24.6** Nothing excludes liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

25. Suspension and termination

- 25.1** Either party may terminate an Assignment on the notice confirmed for that Assignment. If no notice is stated, either party may end it on reasonable notice, subject to Client cancellation arrangements and Applicable Law.
- 25.2** Excel may suspend or terminate an Assignment immediately if the Client ends or suspends the requirement, denies site access or the Client contract ends. Excel is liable only for authorised Services performed up to termination unless Excel has expressly agreed a cancellation payment.
- 25.3** Excel may suspend or terminate immediately for serious or repeated breach, unsafe working, intoxication, violence or harassment, fraud, falsified records, loss of required insurance, qualification or right to work, serious confidentiality or data breach, unauthorised substitution, material tax or status concern, refusal to cooperate with a genuine investigation, or conduct likely to expose Excel or the Client to material legal, safety or reputational risk.
- 25.4** On termination the Contractor must stop representing that it is connected with the ended Assignment and return Client or Excel property, passes, keys and Confidential Information.
- 25.5** Termination does not affect accrued rights, payment for undisputed authorised Services already performed or clauses intended to survive termination.

26. Records, compliance evidence and audit trail

- 26.1** The Contractor must maintain records reasonably necessary to demonstrate compliance, including insurance, qualifications, tax and business information, invoices, timesheets and relevant work records.
- 26.2** Commercial and tax records must be retained for the period required by law. Vehicle-maintenance records required for the Client's compliance must be provided promptly and copies retained where reasonably requested for audit or claim purposes.
- 26.3** On reasonable notice, Excel may request relevant records to verify compliance. Requests must be proportionate and limited to information relevant to the Assignment, legal compliance or a genuine investigation.
- 26.4** If an audit identifies a material deficiency, the Contractor must remedy it within the reasonable period specified by Excel.

27. Notices

- 27.1** Formal notices may be delivered by hand, prepaid post or email to the registered or business address or email most recently notified by the receiving party.
- 27.2** Operational messages about attendance, scope, safety or incidents may be given through Excel's usual email, telephone, messaging or assignment-management systems.

28. Entire agreement, variation and assignment

- 28.1** This Agreement and each Assignment Confirmation form the entire agreement for the relevant Assignment and supersede prior discussions on the same subject.
- 28.2** No purchase order, invoice wording or other Contractor term overrides this Agreement.
- 28.3** A variation is effective only if recorded in writing by an authorised representative of Excel and the Contractor.
- 28.4** Excel may assign this Agreement to a group company or business successor. The Contractor may not assign it except through a substitution or subcontracting arrangement permitted by clause 6.

29. Severability, waiver and third-party rights

- 29.1** If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary or severed without affecting the remainder.
- 29.2** A delay or failure to enforce a right is not a waiver.
- 29.3** The Client may enforce any provision expressly stated to be for its benefit, including confidentiality, data protection, property, safety and indemnity provisions. Otherwise the Contracts (Rights of Third Parties) Act 1999 is excluded.

30. Governing law and jurisdiction

- 30.1** This Agreement and each Assignment are governed by the law of England and Wales.
- 30.2** The courts of England and Wales have exclusive jurisdiction, except that Excel may seek urgent injunctive relief in any court of competent jurisdiction where necessary to protect Confidential Information, property or Client relationships.

31. Electronic signature and acceptance

- 31.1** This Agreement may be accepted by electronic signature, email confirmation, electronic acknowledgement or, where legally permitted, by the conduct described in clause 2.6. It may also be signed in counterparts.
- 31.2** Once this Master Agreement has been accepted, a later Assignment Confirmation may be accepted electronically, by message or by commencement of Services. This does not remove any legal requirement for a pre-introduction Conduct Regulations opt-out or any other document or agreement that must be completed before supply.
- 31.3** The signatory for the Contractor warrants that they are authorised to bind the Contractor company.
- 31.4** If the Contractor continues to request or accept Assignments after being given access to the current version of this Agreement, such conduct may evidence continued acceptance of this Agreement, subject always to clause 2.7 and any requirement of Applicable Law for prior positive agreement.

Appendix A — Contractor Operational & Quality Standards

These standards form part of the Agreement where relevant to the Assignment and do not authorise work outside the agreed scope.

- Arrive within the agreed attendance window. If delayed or unable to attend, notify Excel immediately so Client expectations can be managed.
- Sign in and complete the Client induction and security process before starting work.
- Confirm the vehicle identity and review the job card or defect information before commencing.
- Use appropriate PPE and task controls; stop if the workplace, vehicle or equipment cannot be made safe.
- Use suitable, serviceable and, where applicable, in-date calibrated tools and equipment.
- Follow manufacturer data and correct component, fuse, fluid and torque specifications. Do not uprate protection devices or make unrecorded wiring or software modifications.
- Record diagnostic trouble codes, measurements and relevant test results where material to the work or a foreseeable technical investigation.
- Do not destroy evidence, discard failed parts or erase diagnostic data where a serious failure or claim is foreseeable, unless the Client reasonably instructs otherwise.
- Complete appropriate post-repair functional checks within scope and record outstanding defects or limitations.
- PMI and safety-inspection paperwork must be accurate, complete and signed only after the required inspection has actually been performed.
- Do not sign a vehicle as roadworthy beyond the scope of the inspection assigned. Report safety-critical defects immediately.
- Keep the work area safe and reasonably clean and maintain appropriate key and vehicle-movement control.
- Do not accept extra chargeable work, overtime or commercial variations directly from the Client without Excel approval.
- Do not discuss Excel margins, rates or other confidential commercial information with the Client.
- Do not photograph, film or post Client vehicles or sites on social media without permission.
- Report damage, incidents, near misses, complaints and potential claims during the same shift.

Appendix B — Contractor Onboarding & Ongoing Compliance Checklist

- Legal identity: certificate of incorporation, company number, registered office and current company status.
- Verified bank account in the Contractor's legal or trading name.
- VAT registration details where applicable.
- Identity and right-to-work evidence for each individual supplied.
- Driving licence and category checks where vehicle movement or road testing may occur.
- Relevant technical qualifications, IRTEC, EV/HV or Client-mandated credentials.
- Public liability insurance at Excel or Client-required limit.
- Professional indemnity insurance where required.
- Employers' liability insurance where legally required.
- Motor or trade insurance where required for driving or custody not covered by the Client policy.
- Separate Regulation 32 opt-out completed by the Contractor company and individual before introduction where legally available and chosen.
- IR35/SDS and Client-size information recorded for the Assignment.
- Information required for HMRC employment-intermediary reporting, including UTR/NINO where applicable.
- Renewal diary for insurance, qualifications, driving licence and company status.
- Written notification route for HMRC investigations, insolvency, insurance lapse and material compliance changes.

Appendix C — Incident / Defective Work Investigation Protocol

The purpose of this protocol is to establish technical causation from evidence rather than assumption and to preserve a fair investigation for Excel, the Client and the Contractor.

- Notify Excel immediately of any incident, alleged damage, serious comeback, safety-critical concern or Client complaint.
- Record vehicle registration or fleet number, mileage, date/time, original complaint, work undertaken, parts used, technical data relied upon and post-repair checks.
- Preserve relevant job cards, defect sheets, diagnostic logs, photographs and removed components where practicable.
- Do not admit liability or promise reimbursement to the Client without Excel authority.
- If a later defect is alleged to arise from earlier work, obtain the intervening maintenance and repair history and details of who accessed or worked on the vehicle.
- Where practicable, allow Excel and/or the Contractor a reasonable opportunity to inspect before irreversible third-party repairs.
- Seek a reasoned technical report identifying the alleged failure mode, causation and supporting evidence rather than relying only on the fact of prior work.
- Separate genuine rectification cost from unrelated upgrades, pre-existing defects, consequential maintenance or betterment.
- Cooperate with insurers and provide requested statements and evidence promptly.
- Any deduction or recharge should be supported by reasonable evidence and apportioned to the loss actually caused.

Website acceptance note

This Master Services Agreement does not itself constitute a Regulation 32 opt-out. Where an opt-out is legally available and chosen, Excel will obtain the required separate notice from the Contractor company and the individual before introduction or supply. No signature to this Master Services Agreement is required where acceptance is validly recorded by another method permitted by clause 31.