

# TERMS OF ENGAGEMENT

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BEENA STAFFING

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This document outlines the Terms of Engagement between  
Beena Staffing Limited, (Hereinafter referred to as "the Agency")

and

The Applicant (Hereinafter referred to as "You")

## WHEREAS

The Agency will serve as an employment business under this agreement, working to identify and secure Hospitality and Events assignments for you.

The Agency and the Applicant agree as follows:

### 1) **Employment Status**

You are engaged as a Temporary Agency Worker. This means:

- There is no obligation on the part of the Agency to provide work, and you are not required to accept any work offered.
- Each assignment or shift is treated as a separate engagement.
- You will only be paid for the hours worked on the shifts assigned to you.
- You are not guaranteed ongoing or permanent employment with the Agency.

### 2) **Job Role and Duties**

Your role will be to provide event staffing services as required. The specific duties of your role may vary depending on the event, and you may be required to work in a variety of positions. These may include, but not limited to, Event usher, Waiter/ Waitress, Bartender, Event setup/breakdown crew.

You are expected to perform your duties professionally, follow instructions from supervisors, and maintain the Agency's standards of conduct.

### 3) **Commencement of Assignment**

- You will be notified by the Agency of available assignments.
- The Agency will provide you with details of each assignment, including the name and address of the Client, the nature of the work, location, hours, and pay rate before the commencement of any assignment.

### 4) **Attendance and Punctuality**

You are required to report to your shifts on time and be ready to start work at the scheduled time. If you are unable to attend a shift or will be late, you must inform your supervisor or agency representative as soon as possible.



## 5) Hours of Work

Your hours of work will vary depending on the events to which you are assigned. The Agency does not guarantee any minimum number of hours, and you will be notified of available shifts on a regular basis. Additionally:

- You must confirm your availability weekly.
- Overtime is not applicable unless specifically agreed upon.

## 6) Payments and Benefits

You will be paid for the work you have completed, irrespective of whether the Agency has received payment from the client or not.

### a) Pay Rates

Your hourly pay rate will be communicated to you before each assignment and may vary depending on the nature of the event and your role. Pay rates may be determined based on the job role, event location or client requirements, however, the Agency will ensure that you are paid no less than the statutory minimum wage applicable at the time.

### b) Payment Schedule

You will be paid monthly in arrears directly to your bank account via bank transfer based on time sheets approved by the Client. You will receive a payslip detailing the hours worked and any deductions made (e.g., Taxes, National Insurance Contributions).

### c) Holiday Pay

You are entitled to 5.6 weeks paid holiday per year, which accrues based on the hours you work. Holiday entitlement is calculated at a rate of 12.07% of your total hours worked.

### d) Pensions

If you meet the eligibility criteria under auto-enrolment rules, you will be automatically enrolled into the Agency's pension scheme. You may opt out of the scheme if you choose, but you will need to inform the Agency in writing.

## 7) Statutory Rights

After completing twelve (12) continuous weeks in the same role with the same client under an agency contract, you gain certain statutory rights, as provided under the Agency Workers Regulations 2010 (AWR). This includes equal treatment in pay and working conditions compared to permanent staff, access to the same facilities, and eligibility for training opportunities. Additionally, you will be protected under health and safety regulations and may qualify for Statutory Sick Pay (SSP).



## 8) **Sickness and Injury**

You may be entitled to Statutory Sick Pay (SSP) provided you meet the eligibility requirements. SSP is payable from the fourth consecutive day of sickness, at the current statutory rate. The Agency does not offer any additional contractual sickness or injury benefits beyond the statutory entitlement. All absences due to illness or injury must be reported in line with the Agency's procedures to ensure eligibility for SSP.

## 9) **Expenses**

Travel and other work-related expenses are not automatically covered unless explicitly stated in your assignment details or agreed upon in advance. Any applicable expense reimbursement will be communicated prior to the start of the assignment. If an assignment offers expense coverage, you must provide valid receipts for reimbursement. Please ensure all claims are submitted within the agreed timeframe to be processed accordingly.

## 10) **Rights and Obligations**

- You are responsible for providing correct and up-to-date information regarding eligibility to work in the UK.
- You are responsible for ensuring that the time sheets for the hours worked are accurately completed and submitted in a timely manner. Any failure to do so may result in delayed payment.

## 11) **Termination**

- Either party may terminate this agreement at any time by providing at least a week's notice in writing.
- The Agency reserves the right to terminate this agreement immediately, without notice in the event of misconduct or breach of any Term or the Assignment by you.
- Each Assignment may be terminated by the Agency, You, or the Client at any time without notice. However, where possible, the Agency will provide reasonable notice if shifts or assignments are cancelled. You must give us at least a day's notice if you wish to terminate an assignment.

## 12) **Code of Conduct**

As a representative of the Agency, you are expected to conduct yourself professionally at all times while on assignment. This includes:

- Wearing appropriate attire as instructed by the Agency or event coordinator.
- Maintaining a high level of customer service and professionalism when interacting with clients, guests, and colleagues.
- Adhering to event rules, health and safety policies, and any additional instructions provided by supervisors.



### 13) Health and Safety

The Agency is committed to providing a safe working environment for all employees. You are required to:

- Follow all health and safety procedures, including event-specific safety guidelines.
- Report any accidents, injuries, or unsafe conditions to your supervisor immediately.
- Use Personal Protective Equipment (PPE) where required.

Failure to comply with health and safety regulations may result in disciplinary action, including termination of employment.

### 14) Confidentiality

During your employment, you may have access to confidential information related to the Agency, its clients, or events. You are required to maintain confidentiality and not disclose any such information to third parties without prior consent from the Agency.

This clause will continue to apply after the termination of this agreement or any specific assignment.

### 15) Liability

- The Agency will not be liable for any direct or indirect loss, injury, or damage caused to you during the assignment unless it is due to the Agency's negligence or a breach of this agreement.
- You shall indemnify the Agency against any claim, loss, or damage arising from your breach of this agreement or any assignment.

### 16) Disciplinary and Grievance Procedures

#### a) Disciplinary Action

Any breach of agency policies, poor performance, or misconduct may result in disciplinary action. The following steps may be taken, depending on the severity of the issue:

- Verbal warning
- Written warning
- Suspension or removal from shifts
- Termination of employment

#### b) Grievances

If you have any concerns or grievances regarding your employment, you are encouraged to raise them with your supervisor or the Agency's Human Resource Department. We aim to resolve all grievances fairly and promptly.



### **17) Data Protection**

The Agency will process and store your personal data in accordance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Your data will only be used for employment purposes and will not be shared with third parties without your consent, unless required by law.

For more information, please refer to our Privacy Policy.

### **18) Consent to Use of Photos**

You consent to the Agency using photographs taken of you during assignments for promotional and marketing purposes. These images may appear in print materials, on our website, and on social media platforms. If you do not wish for your image to be used, please inform us in writing.

### **19) Governing Law and Jurisdiction**

These Terms of Engagement will be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **20) Changes to Terms**

The Agency reserves the right to amend or update these Terms of Engagement at any time. You will be notified of any significant changes, and the most current version will always be available.

### **21) Acceptance of Terms of Engagement**

I hereby confirm that I have read, understood, and accept the Terms of Engagement as a Temporary Agency Worker for hospitality and event assignments. I acknowledge that each assignment is offered on a temporary basis and subject to the terms outlined by the Agency. I agree to comply with these terms and understand my rights and responsibilities as detailed in this Agreement.

