HEROS HOSPITALITY

TEMPORARY TERMS OF BUSINESS

These Temporary Terms of Business ("Terms") govern the provision of temporary hospitality, operational, consultancy, events, accommodation, staffing, recruitment, management, training, concierge, residential, and related services by HEROS Recruitment Ltd trading as HEROS Hospitality ("Company", "HEROS", "we", "us", or "our") to any client, venue, business, operator, individual, or organization ("Client").

By requesting, booking, accepting, or using any temporary staff supplied by HEROS Hospitality, the Client agrees to be bound by these Terms.

1. DEFINITIONS

1.1 "Temporary Staff" means any hospitality worker, supervisor, concierge, porter, housekeeper, front-of-house staff member, food and beverage operative, bartender, cleaner, event staff member, or any other temporary worker supplied by HEROS Hospitality.

1.2 "Assignment" means the period during which Temporary Staff are supplied to perform services for the Client.

1.3 "Booking Confirmation" means any written confirmation issued by HEROS Hospitality confirming staffing requirements, dates, times, rates, and assignment details.

1.4 "Client Site" means the location where the Temporary Staff are assigned to work.

1.5 "Charges" means all fees, hourly rates, cancellation charges, transport charges, accommodation costs, and any other sums payable by the Client.

2. SERVICES

2.1 HEROS Hospitality may provide temporary or project-based hospitality, operational, concierge, consultancy, management, accommodation, recruitment, staffing, event, residential, training, support, and related services.

2.2 Services may include, without limitation:

a. hospitality staffing and recruitment;
b. event support services;
c. hotel and residential operational support;
d. concierge and guest services;
e. food and beverage operations;
f. housekeeping and cleaning services;
g. operational consultancy;
h. training and development services;
i. corporate hospitality services; and
j. other temporary or project-based hospitality solutions.

2.3 HEROS Hospitality shall use reasonable efforts to provide services in accordance with the requirements communicated by the Client.

2.4 HEROS Hospitality may allocate employees, contractors, consultants, temporary staff, representatives, or service providers as reasonably required to deliver the services.

2.5 HEROS Hospitality does not guarantee the availability of any specific individual, consultant, manager, or representative unless expressly agreed in writing.

2.6 The Company reserves the right to substitute personnel, adjust operational arrangements, or modify service delivery methods where reasonably necessary due to operational requirements, emergencies, availability issues, safety concerns, or other circumstances beyond reasonable control.

3. BOOKINGS

3.1 All staffing requests are subject to acceptance by HEROS Hospitality.

3.2 The Client must provide accurate assignment details including job role, uniform requirements, shift timings, location, reporting manager, expected duties, health and safety requirements, and any licensing or compliance requirements.

3.3 A booking is confirmed only once HEROS Hospitality issues written confirmation.

3.4 Minimum shift duration shall be four (4) hours unless otherwise agreed in writing.

4. CLIENT OBLIGATIONS

4.1 The Client shall provide a safe working environment, comply with all applicable health and safety legislation, provide appropriate supervision and operational direction during assignments, ensure staff are treated respectfully and professionally, provide access to welfare facilities where legally required, ensure all necessary site inductions are completed, and notify HEROS Hospitality immediately of any incident, complaint, accident, misconduct, or performance concern.

4.2 The Client shall not require Temporary Staff to perform unlawful, unsafe, discriminatory, or unreasonable duties.

4.3 The Client shall remain responsible for day-to-day supervision and operational management of Temporary Staff during assignments.

5. CHARGES AND PAYMENT

5.1 The Client shall pay the rates and charges agreed in the Booking Confirmation.

5.2 Unless otherwise agreed in writing, invoices are payable within seven (7) days of the invoice date.

5.3 HEROS Hospitality reserves the right to charge enhanced rates for public holidays, overnight shifts, emergency bookings, premium events specialist assignments, and extended working hours.

5.4 Late payments may incur:

a. statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998;
b. recovery costs; and
c. suspension of future bookings.

5.5 The Client shall not withhold or deduct payment unless required by law.

6. TIMESHEETS AND HOURS

6.1 The Client shall verify hours worked by Temporary Staff at the conclusion of each shift or assignment.

6.2 If the Client fails to approve timesheets promptly, HEROS Hospitality may invoice based on records reasonably available to it.

6.3 Time spent on mandatory briefings, inductions, security procedures, or required preparation may be chargeable.

7. CANCELLATION POLICY

7.1 The following cancellation charges shall apply unless otherwise agreed in writing:

a. cancellation more than 48 hours before shift commencement: no charge;
b. cancellation within 24–48 hours before shift commencement: 50% of booked charges;
c. cancellation within 24 hours of shift commencement or same-day cancellation: 100% of booked charges.

7.2 If Temporary Staff are sent home early after arrival, the minimum shift charge shall still apply.

7.3 HEROS Hospitality reserves the right to charge for transport, accommodation, or other committed costs already incurred.

8. CONDUCT AND REPLACEMENT OF STAFF

8.1 If the Client reasonably believes Temporary Staff are unsuitable, the Client must notify HEROS Hospitality immediately during the assignment.

8.2 HEROS Hospitality may, at its discretion, attempt to provide replacement staff subject to availability.

8.3 The Client shall not directly dismiss, discipline, threaten, intimidate, or verbally abuse Temporary Staff.

8.4 Any concerns regarding conduct or performance must be reported directly to HEROS Hospitality management.

9. HEALTH, SAFETY, AND COMPLIANCE

9.1 The Client is responsible for maintaining a safe workplace and complying with all applicable health and safety laws and regulations.

9.2 The Client shall immediately notify HEROS Hospitality of workplace accidents, injuries, safeguarding incidents, dangerous occurrences, or regulatory investigations involving Temporary Staff.

9.3 The Client shall ensure all required licenses, permits, food safety standards, alcohol licensing requirements, and venue compliance obligations are maintained.

10. CONFIDENTIALITY

10.1 Both parties shall keep confidential all non-public business, operational, commercial, financial, and client information obtained during the course of the relationship.

10.2 The Client shall not disclose personal information relating to Temporary Staff except where required by law.

10.3 Temporary Staff supplied by HEROS Hospitality may work in confidential or VIP environments. The Client agrees to implement reasonable measures to protect privacy and operational confidentiality.

11. NON-SOLICITATION, DIRECT ENGAGEMENT, AND BUSINESS PROTECTION

11.1 The Client shall not directly employ, engage, solicit, introduce, contract with, or otherwise retain any employee, consultant, contractor, temporary worker, representative, or personnel introduced or supplied by HEROS Hospitality during the course of the business relationship or within twelve (12) months following the end of the most recent engagement without prior written consent.

11.2 If the Client directly engages or contracts with any person introduced or supplied by HEROS Hospitality, the Client shall pay an introduction or transfer fee calculated in accordance with HEROS Hospitality’s prevailing fee structure.

11.3 The Client shall not circumvent HEROS Hospitality by attempting to contract directly with suppliers, contractors, or business relationships introduced through HEROS Hospitality without prior written agreement.

12. LIABILITY

12.1 HEROS Hospitality shall use reasonable care in the selection and supply of Temporary Staff.

12.2 Except where liability cannot legally be excluded, HEROS Hospitality shall not be liable for:

a. indirect or consequential losses;
b. loss of profits;
c. loss of business opportunities;
d. reputational damage; or
e. losses arising from acts or omissions under the Client's supervision.

12.3 The Client shall indemnify HEROS Hospitality against losses, claims, damages, fines, or liabilities arising from unsafe working conditions, breach of these Terms, unlawful instructions, discrimination or harassment at the Client Site, or the Client's negligence.

12.4 Nothing in these Terms excludes liability for fraud, death, or personal injury caused by negligence where such liability cannot legally be excluded.

13. FORCE MAJEURE

13.1 Neither party shall be liable for failure or delay caused by events beyond reasonable control.

13.2 HEROS Hospitality shall use reasonable efforts to minimize disruption where possible.

14. DATA PROTECTION

14.1 Both parties shall comply with applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

14.2 The Client shall process any personal data relating to Temporary Staff lawfully and securely.

15. TERMINATION AND SUSPENSION

15.1 Either party may terminate ongoing services or assignments by written notice subject to any minimum contractual commitments, notice periods, or outstanding payment obligations.

15.2 HEROS Hospitality may immediately suspend or terminate services where invoices remain unpaid, the Client breaches these Terms, staff welfare or safety concerns arise, or abusive or unlawful conduct occurs.

15.3 Termination shall not affect accrued rights or outstanding payment obligations.

SIGNATURE

By signing below, both parties confirm they have read, understood and agree to be bound by the terms of this Temporary Terms of Business.

Signed (Client): _____

Full Name (Client): [FULL LEGAL NAME]

Date: _____

Signed for and on behalf of Heros Hospitality: _____

Name and Position: [NAME, POSITION]

Date: _____