

Mystery Shoppers Ltd

Mystery Shopper Contract for Services

(1) The parties to this contract for services are Mystery Shoppers Ltd (MSL) and the Mystery Shopper who uses the site and/or mobile application. The Mystery Shopper may only use the site in accordance with this Contract for Services. By accessing and using the site, the shopper accepts, without limitation or qualification, this Contract for Services. If the Mystery Shopper does not agree to these terms and conditions, they should not use the site.

(2) The Mystery Shopper agrees fully to comply with the MSPA Shopper Code of Professional Standards (www.mspa-eu.org) and the MRS Code of Conduct (www.mrs.org.uk/standards/codeconduct).

ASSIGNMENTS

(3) The Mystery Shopper will provide services to Mystery Shoppers Ltd by mutual agreement. Details of the assignment, including payment, will be offered to the Mystery Shopper and will be agreed prior to application acceptance. Once the Mystery Shopper applies for an assignment, they must check their online portal inbox to see whether their application was successful, before undertaking any part of the assignment.

(4) The Mystery Shopper is completely at liberty to either accept or reject any assignment. Once assigned, if there is no option to decline the Assignment from within the Mystery Shopper's online portal, the Mystery Shopper is required to contact a member of the MSL team via phone or email.

(5) Mystery Shoppers Ltd is not under any obligation to provide assignments and on occasion, there may be instances when Mystery Shoppers Ltd need to cancel assignments at short notice.

(6) The Mystery Shopper agrees to fully comply with the Brief and other instructions relating to an assignment and further agrees that in the event of a failure to do so to the extent that Mystery Shoppers Ltd is unable to submit the completed assessment to their Client, no fees or expenses will be paid. If any instruction is unclear the onus is on the Mystery Shopper to contact Mystery Shoppers Ltd for clarification.

(7) By accepting the assignment the Mystery Shopper is entitled to use a substitute worker to undertake the work involved provided they have the appropriate profile, skills and training, and prior agreement in writing (or email) has been obtained from Mystery Shoppers Ltd, but remains responsible for the satisfactory completion of the assignment and is responsible for reimbursing the substitute.

(8) The Mystery Shopper agrees to adhere to specified completion dates and time brackets.

FEE AND EXPENSES

(9) The fee amount and any expenses that the Mystery Shopper is expected to incur will be communicated either in the Shopper Brief, the Scenario (if applicable), the information shown in the online portal and/or any communication with the MSL team.

(10) We aim to process payments within 28 days (unless otherwise specified) of submission of the Mystery Shopper's Assignment and/or required additional submissions such as video or audio uploads.

(11) Payment will be made by MSL via BACS or PayPal depending on what the Mystery Shopper has specified in the Payment section of their profile on the online portal at the time of submission of the Assignment. Please note: PayPal deducts a small transaction charge from all payments (3.4% + 20p), if the Mystery Shopper prefers not to pay this then please choose to be paid by BACS instead.

(12) The Mystery Shopper undertakes to complete the Payment section of their profile before completing any assignments. The Mystery Shopper must ensure that if they specify a bank account to which payments are to be made, this bank account is based in the same country as the assignment undertaken. Payments will be made in the currency of the country in which the assignment takes place. Mystery Shoppers Ltd will attempt to contact the Mystery Shopper via email if a payment cannot be processed and if after 60 days contact cannot be made, the Mystery Shopper will no longer be able to claim the payment or any expenses associated with the assignment.

(13) Where required the Mystery Shopper will provide details of any reimbursable expenditure (on the assessment form or expense claim form as specified) when submitting the completed assessment, and accepts that any claim submitted after 60 days from submitting the completed assessment will not be paid.

(14) The Mystery Shopper accepts that if a query is raised on an assignment that the Mystery Shopper has completed, payment will be withheld until a satisfactory resolution is reached. The Mystery Shopper should ensure that they respond to communication from MSL if any clarification requests are necessary. Failure to respond in a timely manner may result in non-payment.

SELF-EMPLOYED MYSTERY SHOPPER AND LIABILITY

(15) As a self-employed individual, the Mystery Shopper is completely at liberty to provide his/her services to any other business/organisation.

(16) The Mystery Shopper is responsible for his/her own Tax and National Insurance liability in respect of any payment received for services provided under this agreement.

(17) The Mystery Shopper acknowledges liability for any damages including loss of business which may arise from deliberate falsification of reports and confirms that they are aware that MSL always prosecutes fraud.

(18) The Mystery Shopper acknowledges that as a self-employed individual they conduct assignments at their own risk and accept that Mystery Shoppers Ltd are not liable for any personal injury or loss sustained. If a shopper is unhappy about any aspect of an assignment, they can discuss it with their MSL contact or decline the assignment, or both.

CONFIDENTIALITY

(19) The Mystery Shopper agrees that they will not accept any assignment where (as far as they are aware) they know personally anyone who works for the target organisation and there is no reason why any of the target organisation's employees should know that they are a Mystery Shopper. If during the course of the assignment the Mystery Shopper comes across someone they know who is working for the target organisation but they cannot know they are a mystery shopper they will call their Mystery Shoppers Ltd contact for advice. If unable to make contact they will continue the assignment (unless the Brief specifically says otherwise) but will do their best to avoid assessing that person and will inform their Mystery Shoppers Ltd contact by email of the exact details.

- (20) The Mystery Shopper confirms they will not accept any assignment where they either were, are or in the process of becoming an employee or contractor of the target organization.
- (21) The Mystery Shopper confirms they have no personal interest (such as a shareholding) in the target organisation.
- (22) The Mystery Shopper agrees that any assignment undertaken is completely confidential between them and Mystery Shoppers Ltd and they will not discuss details of the assignment with anyone except Mystery Shoppers Ltd staff and will make no reference to any aspect of any assignment on social media or any other form of communication.
- (23) The Mystery Shopper will not reveal to anyone that they are carrying out an assignment except any close family and friends who need to know, and even then they will not discuss the details of what they have to do and what they experienced.
- (24) The Mystery Shopper will not contact the Target Organisation in reference to the assignment under any circumstances.
- (25) The Mystery Shopper undertakes to keep in a secure place any notes or copies of reports and any video, audio recordings, photographs, emails, documentation (such as receipts) as specified in the shopper brief, for SIXTY days from the day an assignment was carried out.
- (26) The Mystery Shopper confirms they understand that information about employees of organisations is highly confidential and is governed by the Data Protection Act and they will destroy any notes or copies of reports by shredding, burning or tearing or some other means of ensuring they are unreadable (and in the case of electronic material such as videos and audio recordings, delete them from all devices) once NINETY days has elapsed from the date of the assignment.
- (27) The Mystery Shopper agrees that they may only register under his/her name once on the Mystery Shoppers Ltd site, and that they must not register under a third-party identity or have multiple accounts at any time. Any shopper suspected of fraudulent activity will have their account suspended until further notice and MSL will withhold any payments due. Furthermore, The Mystery Shopper understands that their details may be disclosed to our Client for the purpose of investigating allegations.
- (28) Mystery Shoppers Ltd may use email addresses or other personally identifiable information to contact users, for example, Mystery Shoppers Limited will contact users to notify them of assignment availability or to provide an email newsletter.
- (29) Mystery Shoppers Ltd will not sell, rent, lend or distribute personally identifiable information collected online. However, Mystery Shoppers Ltd will sometimes use mystery shoppers' addresses in connection with location specific assignments.
- (30) The Mystery Shopper must not disclose their user name or password to any third party, nor allow any third party to undertake work under their account.

TERMINATING THIS CONTRACT

(31) The Mystery Shopper may remove themselves from our active database at any time, by logging in to their online shopper portal and deactivating their account. Please note that the Mystery Shopper is still required to adhere to the relevant sections of this Contract for a further 90 days.

(32) In the event that any aspect of the Assignment is found to be fraudulent, MSL reserves the right to terminate this Agreement with immediate effect.

(33) Mystery Shoppers Ltd reserves the right to modify, alter or otherwise update this policy at any time. Any changes will be highlighted at the next login when the Mystery Shopper will be asked to enter the last two digits of their year of birth in lieu of a signature.