

## Mystery Shopper Contract for Services

- (1) The parties to this contract for services are Mystery Shoppers Ltd and the Mystery Shopper who uses the site. 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 will provide services to Mystery Shoppers Ltd by mutual agreement. Details of the project/assignment will be offered to the Mystery Shopper. Payment for the project/assignment will be agreed prior to the start. The Mystery Shopper is completely at liberty to either accept or reject any project/assignment.
- (3) 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.
- (4) By accepting the project/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 project/assignment and is responsible for reimbursing the substitute.
- (5) The Mystery Shopper agrees to adhere to specified completion dates and time brackets.
- (6) 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.
- (7) The Mystery Shopper undertakes to complete the Payment section of their profile before completing any assignments, and accepts that if this has not been done within 7 days of completing the assignment, they will not be paid or reimbursed for the assignment.
- (8) Where required the Mystery Shopper will provide details of any reimbursable expenditure (on the assessment form or expense claim form as specified) together with any receipts within 7 days of submitting the completed assessment, and accepts that any claim submitted after 30 days from submitting the completed assessment will not be paid.
- (9) 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.
- (10) As a self-employed individual the Mystery Shopper is completely at liberty to provide his/her services to any other business/organisation.
- (11) Mystery Shoppers Ltd is not under any obligation to provide projects/assignments.
- (12) The Mystery Shopper agrees fully to comply with the MSPA Shopper Code of Professional Standards ([www.mspa-eu.org](http://www.mspa-eu.org)) and the MRS Code of Conduct ([www.mrs.org.uk/standards/codeconduct](http://www.mrs.org.uk/standards/codeconduct)).
- (13) 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.
- (14) 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.

- (15) 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.
- (16) The Mystery Shopper confirms they have no personal interest (such as a shareholding) in the target organisation.
- (17) 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 project with anyone except Mystery Shoppers Ltd staff and will make no reference to any aspect of any project on social media.
- (18) 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.
- (19) The Mystery Shopper undertakes to keep in a secure place any notes or copies of reports and any video, audio recordings, photographs, emails, documentation as specified in the shopper brief, for SIXTY days from the day an assignment was carried out.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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 telephone calling projects which may result in a small quantity of junk mail addressed to a fictional name which can simply be thrown away.
- (24) 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.
- (25) Mystery Shoppers Ltd reserves the right to modify, alter or otherwise update this policy at any time.

*Rev 18 October 2016*