

Terms and Conditions:

Definitions:

The following definitions in this clause apply in these terms and conditions (**Conditions**).

Company (Us): Amber Arch Limited.

Registered Office: Amber Arch, Imex Business Centre, Station Lane, Birtley, County Durham, DH3 1QT

Mystery Shopper (You): the person registered with Amber Arch or anyone accompanying them on a mystery shopping assignment

Assignment: a specific assignment to carry out mystery shopping on a specified target

Checklist: the checklists provided by the Company to the Mystery Shopper for completion following the assignment

Brief: instructions of how to carry out the assignment correctly.

Client: the person, firm or company who commissions mystery shopping from the Company

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form

Reports: the checklists once they have been completed by the Mystery Shopper and submitted to the Company

Words in the singular shall include the plural and vice versa.

A reference to **writing** or **written** includes faxes and electronic communication.

1. Our terms and conditions of appointment apply to all mystery shopping assignments which you undertake on behalf of Amber Arch (the Company). Please read through the following before accepting.

A Status

2. When undertaking work for the Company, you are working as a freelance Mystery Shopper on a self employed basis. You must declare all income from the Company to the appropriate authorities for tax and NI purposes.

B Work

3. We cannot guarantee the number of assignments allocated to you each month whilst you are registered as a Mystery Shopper with the Company.

C Notification of Availability of Work

4. Available assignments can be viewed and applied for on our jobs board. This will also detail the location of the assignment, the fee payable, the type of assignment, an outline of what is required, the shopper profile required and the dates the assignment must be completed and submitted between. The fee stated is fixed and no expenses will be paid without prior agreement with the Company.

D Accepting Assignments

5. Mystery Shoppers must not accept any assignment for clients where there may be a conflict of interest: for example where any of the staff members are known to them or any close members of their family. Please note that undertaking assignments with the knowledge of staff in the store will terminate your employment with the Company and could result in disciplinary action being taken against that member of staff by his/her employers.

6. Mystery shoppers must stay anonymous. If your anonymity has been breached, the Company reserve the right to withhold all payment.

7. If you have mystery shopped the store you have been allocated for the Company, or any other mystery shopping company, within the last 12 months, you must bring this to the attention of the Company prior to visiting.

E Completing Assignments

8. You agree to carry out your work in accordance with the terms of the Brief(s) that will be provided by email and/or on the checklist.
9. You agree to have the assignments completed within the specified time scale and the reports returned prior to the deadline or contact us immediately if there is a problem.
10. You agree to complete the assignment and corresponding checklist in full, accurately and honestly.
11. You agree to answer all questions arising from submission of your reports within 24 hours
12. Assignments are allocated to you. Under no circumstances, unless agreed in advance with the Company, can you request another person to carry out an assignment on your behalf.
13. In cases where a client strongly disputes the version of events given by the shopper, a full investigation will be undertaken. If the mystery shopper is felt to be at fault or errors have been made in the report, the Company reserve the right to withhold payment.

F Additional Terms

14. Should you fail to complete an assignment to the standards stated on the brief for any reason the Company has full discretion to withhold payment. In the instance a mystery shopper arrives for an assignment to discover the retailer is closed and Amber Arch have not been informed of this by the retailer, the shopper will receive half of the agreed fee for that assignment.

G Costs incurred

15. When purchases are to be returned, you agree to send purchases and the receipt to us by special delivery. All postage receipts must be sent to the registered office before we will reimburse any costs. All purchases must be received by the Company in the same condition as when they were purchased. This includes boxes and packaging etc, which must not be damaged or defaced.
16. Occasionally you will be allowed to keep the purchase and be reimbursed for the purchase price. In these circumstances, the purchase must not be returned to the retailer for refund or exchange.
17. Any other costs incurred i.e. car park, travel, phone calls etc. must be requested and authorised by the Company prior to each assignment being accepted before any reimbursement will be given.
18. Fees will be eligible for payment once the report has been issued to the client. This may be up to 8 weeks after completion of the assignment. Unless by prior arrangement, payments are via Paypal as standard and therefore it is the Mystery Shoppers responsibility to ensure that your registered email matches the email attached to your Paypal account, or that Amber Arch have been informed accordingly.

H Ending Assignments

19. In the event that a Client cancels a mystery shop after this has been assigned to a Mystery Shopper, we will contact the Mystery Shopper by email and/or telephone to inform them of the cancellation. No payment can be made for cancelled visits therefore it is essential that Mystery Shoppers check their email and telephone before leaving to undertake an assignment.

I Sickness and Incapacity

20. In the event that a Mystery Shopper is unwell or unable to undertake an assigned assignment, you must notify Amber Arch at your earliest convenience, by email or by telephone, before the assignment is due to be completed.

J Conditional Information

21. All work that you undertake is strictly confidential and must not be shared with anyone outside of the Amber Arch group. You must not share any information about Amber Arch or any of our clients to a third party.

K Company Property and Data Protection

22. When undertaking a mystery shopping assignment, Mystery Shoppers collect data on the subject of the mystery shop. This data is subject to UK Data Protection Laws. Only the data requested specifically on the Checklist and Brief must be recorded and only in the format specified.

23. No data obtained during of the assignment or supplied by the Company in order to complete the assignment should be shared with or transferred to a third party. All notes and documents gathered in the course of an assignment must be shredded or completely destroyed after two months or in the case of video/audio recording, destroyed after 1 month.

24. In the case of video and audio mystery shopping, all footage should be sent using a secure digital transfer service.

25. Should photographs or rota information be supplied by us as part of the brief or in preparation for the assignment, any printed copies of these documents must be shredded or completely destroyed within 48 hours of report submission.

L Mystery Shoppers and Data Protection

26. By registering as a shopper with the Company, Mystery Shoppers agree to us holding their data solely for recruitment and payment purposes.

27. Should Mystery Shoppers choose to terminate their association with us and leave the database, their data will be deleted entirely unless there a clear business requirement to keep some details for allocation, payment or taxation purposes.

28. Some assignments may involve giving your personal information such names, addresses, email addresses, social media accounts and/or bank details. This will be made clear before undertaking the visit to allow you to cancel the assignment should you be uncomfortable sharing this information.

29. Personal information shared during audio and video visits will be edited for your protection and privacy.

30. Where visits involve sharing personal information with the client to sign up for donations, mailshots, catalogues etc, shoppers must inform us of details so that they can be removed from client databases.

M Termination

31. Termination by you: if you no longer wish to work with us, please contact us and request that no further assignments be offered to you.

32. Termination by us: If we have reasonable cause to believe that you are failing to comply with these conditions, we have the right to remove your details from our data base and no further assignments will be offered to you.

N Changes to Terms and Conditions for Mystery Shoppers

33. We reserve the right to review and amend the Terms and Conditions. Mystery Shoppers will be informed in advance of any such change.

O Entire Agreement

34. This Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

P Governing Law

35. This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

By accepting an assignment from Amber Arch, you are agreeing to abide by these Terms and Conditions