



Achieve Competitive Advantage (ACA) – MYSTERY SHOPPER AGREEMENT

1. AGREEMENT

1. In registering with ACA, you confirm that, by entering into this agreement, Achieve Competitive Advantage Limited whose registered office address is Azure Business Centre, High Street, Newburn, Newcastle upon Tyne NE15 8LN (“the Company”) has engaged you as a self-employed mystery shopper to provide the Services (defined below)

2. MYSTERY SHOPPER SERVICES

1. You agree to provide the Company with Services (defined below) on an Assignment-by-Assignment basis. You acknowledge that the Company is not under any obligation to engage you in the provision of the Services for any particular Assignments, or at all.
2. When we refer to an Assignment, we mean the mystery shopping event that is allocated to you. The Services mean the observation and evaluation of certain businesses and products in accordance with Company’s clients’ (“Clients”) requirements for the Assignment (“Services”). These requirements may vary with each Assignment. They will be communicated to you prior to acceptance of each Assignment. The Company’s specifications for each Assignment will relate directly to the results expected and not to the details of performance, which shall be at your sole discretion. Within the confines of the Assignment, you will control the time, the date, and the manner in which you perform the Assignment.
3. The Company reserves the right to vary any of your Assignments at any time. We will notify you of this variation by contacting you using the contact details that you have provided to us.
4. You cannot provide the Services where:
 1. You are or were (or are in the process of becoming) engaged as an employee, representative, director, agent, member, owner, shareholder, partner or a self-employed contractor for a Client;
 2. You are or were related to, live with or are close friends with anyone who is or was (or is in the process of becoming) an employee, representative, director, agent, member, owner, shareholder, partner or a self-employed contractor for a Client;
5. You must not allow any other third party including friends or other family members to provide the Services without the prior written approval of the Company.

3.FEES

1. Where expressly stipulated at the time that you accept an Assignment, you will receive payment in respect of your provision of Services for an Assignment. The amount of the payment will be stipulated in your Assignment. This payment will be processed following completion of the Assignment by you provided that you have observed and performed the relevant obligations out in these terms and conditions, and the Assignment (if any). Payment will be made by the Company via BACS to your bank account within 30 days following completion of the relevant Services or as stipulated in the Assignment particulars.
2. All fees received by you must be processed by you in accordance with your responsibilities as stipulated within other sections of the contract.

4. SELF-EMPLOYED STATUS

1. You confirm that nothing in the course of our relationship shall render you to be an employee, worker, agent or partner of the Company and you confirm that you will not hold yourself out as such. Accordingly, you shall be fully responsible for and shall indemnify the Company for and in respect of:
 1. Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services Agreement where such recovery is not prohibited by law;
 2. all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 3. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Company arising out of or in connection with your engagement by the Company.
2. You confirm that the Company may at its option satisfy the indemnity as detailed above (in whole or in part) by way of deduction from any payments due to you.

5. LIABILITY

1. This clause sets out the Company's entire liability to you for all damages arising from breach of agreement, tort (including negligence), breach of statutory duty or otherwise.
2. Nothing in this agreement excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation.
3. Subject to clause 5.2, the Company shall not be liable to you for any loss of profit, loss of business, loss of reputation or depletion of goodwill, loss of opportunity or for any indirect, consequential, special or purely economic loss.
4. Subject to clause 5.2 and 5.3, the Company's total liability to you arising under this agreement shall be capped on a per claim basis at the lower of £500 or the payments made to you for the three month period immediately prior to the date that your claim arose.

6. TERMINATION

1. The Company may terminate this agreement at any time. If the Company does terminate the agreement, you will be notified in writing via the email address held by the Company at the time of the termination.
2. You may terminate this agreement at any time by providing us with written notice which must be sent to wendy@achievecompetitiveadvantage.co.uk
3. In the event that any aspect of the Assignment is found to be fraudulent, ACA reserves the right to terminate this agreement with immediate effect and withhold any payments due. Furthermore, your details may be disclosed to our Client for the purpose of investigating allegations.

7. GENERAL PROVISIONS

1. If a court decides that any part of the agreement cannot be enforced, that particular part of the agreement will not apply, but the rest of the agreement will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the agreement shall not prevent the exercise of that or any other right. You cannot assign or transfer any benefit, burden, interest or

obligation under the agreement. No person other than a party to this agreement shall have any rights to enforce any terms of this agreement.

2. You must keep confidential all information that you receive in the course of providing the Services and should not make any such information available to the public or to any third parties including your friends or family without the Company's prior written consent. Please refer to the ACA Information security policy for detailed standards.
3. By entering into this agreement you consent to our use of your personal data in accordance with our privacy policy.
4. You agree to disclose any criminal convictions, county court judgements and IVA's (individual voluntary arrangements) prior to commencing any mystery shopping work.
5. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim.

Signed:	Dated:
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Title & Full Name (please print)

Address:		
Town:	County:	Post Code:

Date of Birth:	Age:
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Mobile number:	Home number:	Email address:
Are you are a video mystery shopper?		

For & on behalf of ACA

Signed:



Wendy Lee
Commercial Director
ACA Ltd