

Mystery Customer Terms & Conditions of Engagement (September 2018)

These terms and conditions govern the engagement between us, Service Measure Limited (referred to as “we”, “our”, “us” or “**Service Measure**”), and you (referred to as “you” or the “**Mystery Customer**”) as a mystery customer from time to time. We are registered in Scotland under company number SC402139 and have our registered office at 3 Clairmont Gardens, Glasgow, G3 7LW.

Your Title: Mystery Customer (Freelance)

Status of Your Engagement: This is not an employment contract and does not confer any employment rights on you. In particular, it does not create any obligation on us to provide work to you. You will carry out assignments on a flexible basis and, for the avoidance of doubt, there is no obligation on you to accept any of the assignments which are issued to you. The relationship of you to Service Measure will be that of an independent contractor and nothing in these terms and conditions shall render you an employee, worker, agent or partner of Service Measure, and you shall not hold yourself out as such.

Description of Your Engagement: Mystery Customers are required to visit restaurants, hotels, bars, leisure & retail units (from hereon referred to as the client) within their local area, act as normal customers and check that the service criteria are inline with company standards. Our clients use this service as a valuable tool to help them monitor and improve their general performance. It is therefore vital that after the evaluation, you accurately complete our report in a descriptive and constructive manner, detailing what happened during the visit, and return it to us prior to the required deadline.

Assignment Arrangements: We may offer you work from time to time as a Mystery Customer via email. The precise description and nature of your work and our requirements may vary with each assignment. You will be informed of the requirements at the start of each assignment. If you accept an assignment, you will be expected to complete the assignment. If you will not be able to complete an assignment accepted by you for any reason, you must inform us immediately and you will not be paid any fee for such an assignment. Moreover, in the event that an assignment is not completed in accordance with the specific assignment requirements, at our sole discretion, we may choose not to pay you any fees or expenses in respect of such assignment.

No Presumption of Continuity: Each offer of an assignment by us which you accept shall be treated as an entirely separate and severable assignment. These terms and conditions shall apply to each assignment but there shall be no relationship between us after the end of one assignment and before you start of any subsequent assignment. The fact that we have offered you an assignment, or offered you assignments more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

Requirements: The ability to be discreet, observant and have a good eye for detail is essential. Preferably you will have some experience in this field, though other appropriate caliber candidates are welcome. You must be 18+ years of age, and be legally entitled to work in the UK without any additional immigration approvals, have a personal e-mail address, mobile phone and access to the internet. Ability to meet deadlines is essential. Having access to your own transport can be an advantage for some visits, as you may be required to travel up to 20 miles to carry out assignments. However, we will endeavour to always send you to establishments close to home. Mystery Customers have the right not to accept assignments for any reason.

Our Rules and Procedures: During each assignment you are required at all times to comply with our relevant company rules, policies and procedures which may be provided to you from time to time.

Termination of an Assignment: We may terminate an assignment at any time: (i) for operational reasons; (ii) if we reasonably consider that you have committed any serious breach of these terms and conditions; or (iii) if we reasonably consider that you have committed any acts of

dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring Service Measure into disrepute.

Expenses & Rates of Pay: Most assignments carry an appropriate budget to cover purchases made during your visit, in return for completing our report. Refunds will be made on production of a valid scanned/photographed receipt. Some visits also pay a fee. Refunds are made via bank transfer on the 15th of the month following a visit providing the appropriate receipt has been received (you will be asked to submit your bank details for your refund once you have completed your first assignment).

Tax Commitments: By accepting assignments, you are not an employee of Service Measure. You act as an independent contractor and are solely responsible for payment of income tax and National Insurance or other social security contributions, and any other costs or deductions as may be imposed in the jurisdiction where the services are provided, together with any duties, fees, penalties, levies or related charges of any nature whatsoever imposed by any government or agency thereof, on or measured by income received by you as a result of any payment made under these terms and conditions. Service Measure does not deduct PAYE or National Insurance from any fees that may be paid. Also, should you be VAT registered (UK only) you are not entitled to claim as a VAT-able expense, any spend made while conducting a mystery visit organised through Service Measure, where that spend is included in the budget being refunded to you by Service Measure. Mystery Customers shall indemnify Service Measure from and against any demand for the payment of all contributions, taxes, duties, fees, penalties, levies or related charges.

Hours: Hours are variable and very flexible. The number of units per month cannot be guaranteed. Some months there may be no establishments to visit in your area and on other months you may have the opportunity to do multiple visits. In most cases, you decide yourself on what day you wish to complete your assignment.

Confidential Information: You shall not use or disclose to any person, either during or at any time after your assignment, any confidential information about our business or affairs, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this paragraph, **confidential information** means any information or matter which is not in the public domain and which relates to our affairs. All documents, manuals provided to you by us, and any data or documents (including copies) submitted, produced, maintained or stored on our computer systems and website remain our property.

Data Protection: We will collect and process information relating to you in accordance with our privacy notice which can be found here <https://www.servicemeasure.com/docs/privacy-policy-2018.pdf>. The information you supply on the registration and mystery customer details form will be held securely. If you wish for your name to be removed from our bank of mystery customers or if you no longer wish to receive notice of assignments, you should inform us as soon as possible by our website contact form at <https://www.servicemeasure.com/quest/site/contact>.

Forums: You are not permitted under any circumstances to leave feedback on any other review forum, public or otherwise, online or print, based on an assignment carried out through Service Measure. Your feedback should be exclusively for our clients as they are paying you to critique their service and product and will use your feedback internally only. Please note, if a review of any kind is discovered on any such forum or review site that was left by you or anyone in your party following a visit carried out through Service Measure, you may be liable to lose all related compensation. Online reviews and/or separate direct complaints/communications to our client or their head office about an experience carried out as a Mystery Customer are strictly prohibited. If you, or anyone in your party does so, you may lose all compensation for your visit and be prohibited from carrying out any future assignments.

Complaints: Complaints to staff or management during an assignment (unless instructed to do so) must not draw unnecessary or negative attention to yourself as a Mystery Customer. Service Measure expects their Mystery Customers to remain professional and low-key at all times, and if a complaint is necessary e.g. returning a food dish because it is cold, then under no

circumstances should Mystery Customers ask for or hint they expect a discount or complementary item.

Additional Obligations: As a Mystery Customer, you and your party must never identify or draw attention to yourselves as mystery customers. If you believe the client may suspect you as a Mystery Customer, please inform us immediately so that we do not send you to the same location. You must also inform us: (i) if you are, were, become, or know someone who is employed by one of our clients; and/or (ii) if you work for other market research companies (other than mystery shopping for them).