

Mystery Customer
Terms and Conditions

1. AGREEMENT

1.1 In registering with Telford & Wrekin Council (“the Council”), You (“you”, “your”) confirm that, by completing an application for engagement as a Mystery Customer to provide the Services (defined below), You are entering into this agreement with the Council whose registered office address is Darby House, Lawn Central, Telford, TF3 4JA.

2. We reserve the right not to accept any application and we are under no obligation to provide a reason for such refusal.

3. PERSONAL SAFETY AND LIABILITY

3.1 It shall be Your responsibility to ensure that You are physically fit and able to carry out the Services.

3.2 You will adhere to all health and safety policies of the venues You will be visiting as part of the Services.

3.3 The Council accepts no responsibility for any losses or damage incurred as a result of the carrying out of the Services.

4. MYSTERY CUSTOMER SERVICES

4.1 You agree to provide the Council with the Services. The Services mean the observation and completion of questionnaires of certain businesses, venues, activities and products owned by the Council or that work in collaboration with the Council on an assignment-by-assignment basis.

4.2 You are under no obligation to accept any assignment and You acknowledge that the Council is under no obligation to provide regular assignments. You are not classed as an employee of the Council. We reserve the right not to accept Your application on a case-by-case basis.

4.3 The Council 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.

4.4 The Council will reimburse You for Your reasonable expenses incurred in carrying out assignments. The expenses to be reimbursed will be confirmed upfront and will be limited to the amount stipulated in the assignment.

4.5 Receipts must be submitted for any expense claims. In the event of no receipt being submitted, payment will be withheld.

4.6 On occasion, there may be other essential purchases to be made as part of an assignment, and these will be agreed with You before the assignment. Under no circumstances will any extra or excess payments be made if not agreed in writing with the Council prior to an assignment.

4.6 All payments made are based solely on the type of assignment, and You must make sure You have read and understood the details of each Assignment.

4.7 Expenses will only be paid when a questionnaire is;

4.7.1 Submitted on time

4.7.2 has been correctly carried out in accordance with the criteria laid out in the assignment.

4.8 - In the event that one or both of the above are not fulfilled, the Council reserves the right to withhold payment.

4.10 Payment will be made by bank transfer and within the agreed time of approximately 30 working days after a questionnaire has been submitted. If we need to come back to You if part of Your questionnaire is missing, inaccurate or incorrect, this will have an impact on the date we pay You. A payment will be calculated from the date we receive a report with all information present and correct.

4.11 Whilst carrying out an assignment for the Council, You shall behave in a courteous and professional manner, and in the event of You not fulfilling any aspect of a questionnaire, You may be taken off the Council's Mystery Customer database.

4.12 You agree not to;

4.12.1 Discuss any assignment with any person / Company other than staff of the Council.

4.12.2 Duplicate or use information for any purpose other than for the Council.

4.12.3 Disclose paperwork and findings to a third party.

4.12.4 Send details of the assignment and questionnaires to any other third party.

4.12.5 Carry out any assignment where there might be a conflict of interest, due to either family or friend involvement. If in any doubt, this should be discussed before accepting the assignment.

4.13 The copyright in all reports, questionnaires and forms remain the property of the Council.

4.14 In the event that You suspect that You have been identified as a Mystery Customer, You should immediately notify us. If You do not notify us and/or You are identified because of Your failure to adhere to the instructions, You will not receive payment.

4.15 Toll charges, parking and standard company mileage rates will only be paid where agreed beforehand.

4.16 If You are unable to perform an agreed assignment for any reason, You must notify the Council immediately in order that the assignment can be offered to an alternative Mystery Customer. Consistently selecting assignments that are not completed will result in You being removed from our database.

4.17 If You submit a questionnaire without having carried out the required assignment and it is later discovered that the assignment was not completed by You, we reserve the right to seek to recover from You the payment made to You, together with any costs incurred by us, and to this extent You agree to indemnify us against any loss we may suffer as a result.

4.18 If we later discover that in making this application You have provided false information, You will be immediately removed from our database and we will seek full recovery from You of any loss the Council may have suffered as a result.

5. NON-EMPLOYED STATUS

5.1 You confirm that nothing in the course of our relationship shall render You to be an employee, worker, agent or partner of the Council, and You confirm that You will not hold Yourself out as such.

5.2. When a payment is made for the Services from the Council, it is important that You understand that it is Your responsibility to make sure that You do not breach any Job Centre Plus regulations or HM Revenue and Custom limitations. We can give You the details of where You can get independent advice and support to understand this in more detail.

6. LIABILITY

6.1 This clause sets out the Council's entire liability to You for all damages arising from a breach of agreement, tort (including negligence), breach of statutory duty or otherwise.

6.2 Nothing in this agreement excludes or limits the liability of the Council for death or personal injury caused by the Council's negligence, or for fraud or fraudulent misrepresentation.

6.3 Subject to clause 6.2, the Council 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.

6.4 Subject to clause 6.2 and 6.3, the Council'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.

6.5 Any claim or action of any kind that either You or the Council may have against the other must be brought within one year (or the shortest time permitted under any applicable law for limiting claims) from the date that the claim or action arose.

7. TERMINATION

7.1 The Council may terminate this agreement at any time. If the Council does terminate the agreement, You will be notified in writing via the email address held by the Council at the time of the termination.

7.2 You may terminate this agreement at any time by providing us with written notice, which must be sent to customer.insight@telford.gov.uk.

7.3 In the event that any aspect of the assignment is found to be fraudulent, the Council reserves the right to terminate this agreement with immediate effect and withhold any payments due. Furthermore, Your details may be disclosed to the relevant business or venue for the purpose of investigating allegations.

8. PRIVACY NOTICE UNDER THE DATA PROTECTION ACT/GENERAL DATA PROTECTION REGULATIONS (the GDPR)

8.1 We will collect personal identifiable information from You to enable us to manage our Mystery Customer and Customer Insight programme. We need to collect this information to improve the service that we provide to our customers. This information is being processed under the Data Protection Act 2018 Schedule 9 (6)(1) (GDPR 2018 Article 6 (1)(e) and Article 9 (2)(g));

8.2 We will not share any personal identifiable information collected with external organisations, unless required/permitted to do so by law. However, bank details will be shared within the Council's Purchase Ledger team solely for the purpose of providing You with a reimbursement for the expenses incurred in carrying out the Mystery Customer role. For further details on the Council's privacy arrangements, please view the [privacy page](#) on the Council's website.

9. FREEDOM OF INFORMATION

You acknowledge that the Council is subject to the requirements of the FOIA and that the Council may be required under the FOIA to disclose information without consulting or obtaining consent from You. The Council will take reasonable steps to notify You of any Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any confidential information and/or any other information is exempt from disclosure in accordance with the FOIA.

10. GENERAL PROVISIONS

10.1 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.

10.2 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 Council's prior written consent.

10.3 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.