

INDEPENDENT CONTRACTOR TERMS & CONDITIONS

(Last Update 03/10/19)



Our Contract Terms and Conditions apply to all mystery shopping/research 'Projects', which you undertake on behalf of Yomdel Limited (referred to as the 'Company'). You must accept these before every project you undertake.

1. All Projects that you undertake for the Company are strictly confidential and you agree that, under no circumstances, will you disclose any information relating to your Projects to a third party, or to liaise with our end Client, except where may be reasonably required by law to do so, or alternatively where the Company has given express permission to do so.
2. You agree to not accept any Projects where there is a potential conflict of interest. You must notify the Company immediately if you or any of your family or associates work for or have worked for or are known to the organisation that we have asked you to mystery shop/research. If you accept any Projects where there is a conflict of interest, this will be considered fraudulent and legal action may be taken.
3. You agree that you will carry out each Project strictly in accordance with the terms of the briefing notes that we supply to you and conducted within the dates and times specified. If you require clarification of any of the details, please contact us.
4. You will perform your obligations with reasonable care and skill and to the best of your ability and will not do anything to damage the Company's reputation and interests.
5. You agree to complete all questionnaires fully, accurately and honestly.
6. Once you have completed any Projects you must retain (for a period of 2 months only), any completed questionnaires and any other materials/assets associated to your completion of that Project. At which stage you will then have 48 hours to securely delete all materials associated with your Projects.
7. Every Project has the need for you to provide your Personal Data (such as your Name, Address, Email and Phone – this list is not exhaustive). By accepting any Project, you accept that your Personal Data may be captured/recorded by the Client for the purposes of the authenticity of the Project. You agree that upon completion of any Project you are required to notify us of any Personal Data that you have used as part of the Project. We will acknowledge receipt of these notifications from you, within 3 working days.
8. Once an entire Client Project has been delivered by the Company (which will usually consist of more than just your own Project), we will inform the Client of all Personal Data relating to that Project so that they can remove the Personal Data from their systems/records (unless they can't remove it for legal or compliance purposes). Our Client is expected to remove this Personal Data with 14 days of our notification.
9. We are required to hold all Client results and assets you have delivered to us for a period 12 months, unless otherwise agreed with our Client. After this period all results and assets will be removed from our systems.
10. If the Project requires you to use recording equipment or devices supplied by the Company, these will remain the property of the Company at all times. Any damages or non-returning of goods will be chargeable at the rates of £250 per camera and £600 per digital recording device. If the goods are not returned within 5 days of the agreed date, then legal action will be taken with Sussex Police.
11. If we have reasonable cause to believe that you have not fully abided by all of these Independent Contractor Terms & Conditions, we reserve the right to withhold payment for the Project.
12. We will pay you a fixed fee for each Project that you complete in accordance with the briefing instructions. You will be notified of the fee prior to commencing the Project and at the same time we will agree the amount of any additional expenses that you may incur in carrying out the Project (for example the purchasing of goods). The fixed fee together with any agreed additional expenses will be paid by Revolut, BACS or cheque within 28 days of receipt of invoice, providing you have sent the invoice in within the required timescale.
13. In exceptional circumstances we reserve the right to cancel a Project, at any time. In such event you will be remunerated with a percentage of the overall fee, as determined by the Company, which is proportionate to the overall level of work that has been undertaken by you.

14. You agree to submit an online invoice for any work you have completed within 2 months of the specific Project being completed by you.
15. You understand that any invoices submitted after a 2-month period, will not be paid. Where possible we acknowledge receipt of an invoice (via email) back to you – if you have not received payment or communication from us about your invoice, within 28 days of us receiving it, then please contact us immediately.
16. These terms and conditions do not form a contract of employment between you and us. You will be acting as an Independent Contractor in respect of the Projects that you undertake for us and we will not deduct PAYE or National Insurance from the fees that we pay you. You are entirely responsible for declaring your earnings to the Inland Revenue. For your information, if so requested by the Inland Revenue, we are required to supply details of all sums paid to you during the relevant tax year.
17. You agree that as an Independent Contractor, we are not liable for any events of personal injury or liability caused by or experienced by you whilst completing work on behalf of Yomdel.
18. You understand that you may delegate a particular Project to another person provided that:
 - a) You advise us of the identity and contact details of that other person and you obtain our approval to delegate to that person.
 - b) That person accepts this sub-contractor contract.
 - c) You are responsible for that person's compliance with the mystery shopping Project and for paying that person. In these cases, you will still be paid by us.
19. We cannot guarantee the number of Projects, which may be offered to you whilst you are registered with us.
20. In respects of Data Protection for mystery shopping and research Projects, the Company acts as the Data Processor on behalf of our Clients, and our Clients are the Data Controllers.
21. Your Personal Data is important to us, so please refer to our Privacy Policy detailing how we collect, store and process your Personal Data.
22. If you no longer wish to be on our Independent Contractor database, please contact the Company. If this request is via email, you will receive one further email from us acknowledging this request. Your request will be actioned within 3 working days.
23. If we choose to, we can terminate our relationship with you and remove you from our mystery shopping database at any time for any reason without any prior notification.

Please note that Terms and Conditions can vary and should be read and accepted prior to each Project acceptance, and also work in conjunction with our Privacy Policy.