

TERMS & CONDITIONS



Thank you for deciding to take the next step in becoming a mystery shopper with Learning Curve. There is no charge to register and we are not associated with any agencies claiming to recruit mystery shoppers.

Please ensure you read these clauses carefully. By clicking on the SEND button at the end of the application, you accept the following Terms and Conditions of being a Mystery Shopper for Learning Curve Solutions Limited.

Where reference is made to 'Mystery Shopper' or 'Shopper', this shall be deemed to mean any person undertaking mystery shopping assignments on behalf of Learning Curve Solutions Limited (LCS).

These Terms and Conditions apply to all mystery shopping research or other work Shoppers carry out on behalf of LCS. These Terms may be revised at anytime without notice and updated versions can be found on the company website.

1. All work carried out for LCS is confidential and the Shopper agrees not to disclose any information relating to Shopper research, including survey content, to any competitor organisation or representative or employee of a competitor organisation.
2. All work carried out for LCS or on behalf of LCS becomes the copyright of LCS and may not be used for any purpose without prior permission.
3. Shoppers agree they will carry out each assignment with due care and diligence and in accordance with the assignment brief provided by LCS.
4. Shoppers agree to complete all assignments, reports, documentation and on-line data inputs relating to the assignments to the best of the Shoppers ability in a clear and accurate manner using the required language and within specified deadlines.
5. LCS will agree a fee and any additional authorised expenses with the Shopper before commencement of any assignment. Receipts must be submitted for all items and in the event of no receipt, payment will not be made. Shoppers must submit invoices for work carried out in order for payments to be made. Toll charges, parking and standard company mileage rates will be paid where agreed beforehand.

6. LCS's policy is to pay Shoppers all due fees and expenses within 30 days of invoice. Payments are made through bank transfer or Paypal.
7. LCS reserves the right to withhold Shopper payments if mystery shopping reports are not submitted on time or the mystery shopping assignment has not been carried out as required.
8. These terms and conditions do not form a contract of employment between the Shopper and LCS. The Shopper will act as a self-employed contractor in relation to any assignment carried out for LCS. It is the Shoppers responsibility to declare their earnings to Hong Kong Inland Revenue.
9. Shoppers are under no obligation to accept any assignment, and LCS is under no obligation to provide regular work to Shoppers. Shoppers are free to offer their services to other mystery shopping organisations.
10. Mystery Shoppers should behave in a courteous and professional manner whilst on assignment for LCS.
11. Shoppers should not carry out assignments where there is a conflict of interest due to family or friend involvement. If there is any doubt, the shopper must discuss the matter with LCS managers before accepting the assignment.
12. In the event that the Shopper suspects they have been identified as a mystery shopper, it is expected the Shopper will contact LCS immediately. If the Shopper fails to contact LCS, or the Shopper has been identified due to failure to adhere to instructions, the Shopper will not receive payment.
13. Shoppers have the responsibility to ensure the mystery shopping site is safe and if it is not safe, the Shopper should notify LCS immediately. LCS cannot be held responsible for the safety of each site and this is the direct responsibility of the site owner.
14. Shoppers unable to carry out an assignment must notify LCS immediately in order for the assignment to be reallocated to another shopper. Failure to notify will result in non-payment.
15. Shoppers may not sub-contract work to other parties or provide false information in this application. If a report has been carried out by a third party and payment has been made or the application content is found to be false, LCS reserves the right to recover payment together with any costs incurred, and to this extent the Shopper agrees to indemnify LCS against any loss suffered.
16. All personal data provided by the Shopper and held by LCS will be protected in accordance with the Personal Data (Privacy) Ordinance.
17. If LCS has reason to believe that the Shopper has not complied with the Terms and Conditions whilst carry out an assignment, LCS reserves the right to withhold any due expenses and payment for the assignment.
18. If any provision of these Terms and Conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable, the parties agree to amend the relevant provision as is necessary to ensure its application remains in full force and effect.
19. Any waiver by LCS of any breach or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way effect the terms of this agreement. These Terms are in accordance with Hong Kong law.

If you require any further information, you may contact Learning Curve by email info@thelearningcurve.com.hk

Customised Training | Professional Development | Leadership Workshops | Leadership Workshops | Executive Coaching
Mystery Shopping | Customer Satisfaction | Consumer Experience | Qualitative Market Research | Service and Operational Audits

