

EMPLOYER REGISTRATION FORM

Please complete all of the fields on the form legibly.

The superscript numbers refer to the indications on the last page of this document.

Information about the employer : Mr. Ms.

Last name : First name :

Address :

Zip code : City : Telephone :

Email : Cell phone :

Payments for social security contributions are invoiced quarterly.

¹ Information about the employee : Mr. Ms.

Last name : First name :

Address :

Zip code : City : Telephone :

Email : Cell phone :

AVS number : (Attach a copy of the AVS card, or if not, a copy of proof of ID)

Date of birth (dd/mm/yy) : Nationality : Civil status :

Does the employee apply for family allowance : Yes No

Date of first employment :

Type of activity : housework childcare
 care for the elderly other :
 light gardening work

² Contract type : No fixed term Fixed term, end date for the contract :

³ Salary
only one choice possible
 Hourly

Net salary : CHF per hour
 Number of hours worked per week :

- Vacations included in the salary
- Vacations not included in the salary

 Monthly declaration on: ⁴

- Paper checkbook
- Web-based e-coupons

 Monthly

Net salary : CHF per month
 Number of hours worked per week :

Salaries are regularly paid on a 12-month basis with an automatic declaration of salaries regardless of the workdays per month ⁵

Insurance for loss of income due to illness :

 Subscription possible for employees subject to LPP (occupational pension fund) : Yes No

Payment in kind⁶ : Yes No

Portion of the salary that is not paid in cash and that is part of the salary on which social security contributions are debited. Rates established by the LAVS (Federal Act on Swiss State Pension).

Meals and accommodation
 Number of days per week : at CHF 33.- per day or CHF 990.- (full month)

Meals only

- Breakfast - Nb of days per week : at CHF 3.50 per day
- Lunchtime meal - Nb of days per week : at CHF 10.00 per day
- Evening meal - Nb of days per week : at CHF 8.00 per day
- All three meals - Nb of days per week : at CHF 21.50 per day

Accommodation only
 Number of days per week : at CHF 11.50 per day or CHF 345.- (full month)

By signing this form, the employer undertakes to comply with the general terms and conditions attached to this form.

 Date : Employer's signature :

 Date : Employee's signature :

Case postale 361, 1213 Petit-Lancy 1

www.chequeservice.ch • e-mail : information@chequeservice.ch

Tél. : 022 301 73 16 lundi et jeudi de 14h à 17h et vendredi de 09h à 12h

GENERAL TERMS AND CONDITIONS — CHEQUE SERVICE

1. Introduction

Chèque service, based in Geneva, is managed by PRO Entreprise Sociale Privée, a not-for-profit foundation created in 1987 with the aim of offering work to people excluded from the traditional economy, notably on grounds of disability, via activities subject to the economic rules of the market.

Chèque service is intended for private households, namely private individuals hiring domestic employees for domestic work in their homes in the Canton of Geneva.

Chèque service's contact details are as follows:

Chèque service

Case postale 361

1213 Petit-Lancy

E-mail: information@chequeservice.ch

2. Purview

These general terms and conditions shall apply to all registrations between PRO Entreprise Sociale Privée, via Chèque service, and the employers using this service.

Employers are deemed to have accepted the general terms and conditions, attached to the registration form, once they sign the mandate given to Chèque service. By signing, employers undertake to comply with these general terms and conditions.

Employers who use the Chèque service electronic portal accept the general terms and conditions when they create their online account

3. Registration with Chèque service

Registration with Chèque service is validated as soon as the employer receives written confirmation from Chèque service or for online subscriptions, when email confirmation is received.

Chèque service reserves the right to refuse an affiliation (management mandate) without stating grounds.

The mandate contract is entered into for an indefinite period.

4. Purpose of the contract

Chèque service acts in a fiduciary capacity for the employer. The working relationship remains that between the employer and their employee.

By registering with Chèque service, the employer gives a proxy to Chèque service to fill in and sign, in a fiduciary capacity and in their name, any document related to social security arising from the working relationship, including with regard to occupational pensions.

5. Chèque service's rights and duties

Chèque service shall undertake to pay to Swiss social security funds (AVS, AI, APG, AC, AF, Amat) mandatory contributions as well as occupation pension contributions.

Chèque service shall only declare to social security the declared wages whose social security contributions are totally covered by the employer's payments and whose management fees are paid.

Chèque service shall pay insurance premiums against occupational and non-occupational accidents for affiliates, as per the law on accident insurance (known as LAA) as well as insurance premiums for loss of income due to illness (known as APGM) and occupational pensions where appropriate.

Employers are exempted from taking out private accident insurance.

Chèque service provides guidance and advice both to employers and employees in terms of social security and employment law with regard to the affiliation agreement.

Chèque service provides the employer or the employee with administrative documents during an event (unemployment, family allowance, accident, maternity, etc.) if all conditions are met.

Chèque service does not pay any benefits.

Employees' annual wage certificates are sent to their employers at the beginning of the following year. Chèque service does not produce wage slips.

At the end of the year, Chèque service shall close the year and declare to social security the wages declared by the employers and accounted for in the current calendar year. Chèque Service reserves the right to request a surcharge in the event of backdating.

Chèque service is managed by a private organization and bound to the confidentiality of the data communicated by its adherents, subject to legal proceedings.

6. Another service offered without obligation by Chèque service

On its website, Chèque service has made an employment contract template available, which may be used freely and without any liability on the part of Chèque service.

7. Employers' rights and duties

The employers registered with Chèque service shall undertake to communicate to the latter every month the wages paid and the hours worked by their employees, and to do so in the 5 days following the end of the month.

Within the same deadline, the employer must also declare to Chèque service any period during which the employee has not received wages (vacation, illness, accident or other).

The employers registered with Chèque service shall undertake to pay provisional installments within the required deadline or, if they are online members, to put sufficient funds on their account, to ensure that all social security contributions for the declared wages are totally covered.

If no payments are made into the account, this makes it impossible for Chèque service to fulfill the contract and can thus, ultimately, justify the termination of the contract by Chèque service.

Any modification to the working relationship between the employer and the employee (for example, change in wages, termination of contract, etc.) must imperatively be communicated in writing to Chèque service within 10 days. The declaration can be made either via the contractual information change form or via mail /e-mail. The form can be downloaded from our website or sent on request.

In the event of accident or illness (when insurance for loss of income due to illness has been taken out), the incident must be declared to Chèque service as quickly as possible, namely one week for accidents and, at the latest, within the 30 days following incapacity for work in the event of illness.

8. Exclusion of liability

The employer bears sole liability for the correct fulfillment of the working relationship binding them to their employee.

They shall undertake to comply with the minimum wages of the Standard Employment Contract (J1 50.03).

The employer bears sole liability for ensuring that their employee has a residence permit and working permit for Switzerland.

Chèque service accepts no liability in the event that the information provided by the employer does not represent the facts or is incomplete.

The employer bears sole liability in the event of non-compliance with requirements concerning insurance schemes and taxation authorities and may be prosecuted in the event of breach of the applicable rules.

Chèque service does not assume liability for social security contributions or other contributions not paid due to incomplete declarations and/or insufficient advance payments to Chèque service. Reminder fees sent from third parties because of late payment are borne by the employer.

Similarly, Chèque service is not accountable for any potential under-coverage by the pension fund and the recovery of contributions. The employer alone shall assume liability.

Chèque service accepts no liability in the event of any dispute arising between the employer and the employee following the use of employment contract template made freely available.

No legal relationship links Chèque service to the employee. There exists only a mandate relationship (Art. 394 and seq. of the Swiss Code of Obligations) between Chèque service and the employer.

9. Data Protection

Chèque service is managed by a private organization, which is bound to keep the data provided by its members confidential. As a result of which, Chèque service only sends wage data to the Geneva Regional Social Security Fund (*Caisse Cantonale Genevoise de Compensation*) for recording and the payment of contributions into the individual accounts for employees.

Cookies: during the use of the website and the customer portal, cookies are automatically installed in the memory of the user's browser, to the extent authorized. They are intended to facilitate browsing on the website.

The user accepts that, in order to improve the service and for statistical purposes, the website www.chequeservice.ch uses a tool to analyze this data anonymously.

10. Legal foundations

The rules of the mandate shall apply by default to all questions regarding the relationship between the employer and Chèque service which are not provided for in the registration contract or in these general terms and conditions.

The relationships between the employer and their employee are subject to the Swiss Code of Obligations and to the Standard Employment Contract for full-time and part-time work in a domestic context (J1 50.03) or the Standard Employment Contract for au pair workers (J1 50.12) as well as to the laws to which these standards refer.

LAF (J 5 10) also applies as do the federal acts on social security (such as LPGA, LAVS, LAI, LACI, LPP, etc.) and the laws to which these standards refer.

11. Management fees

The administrative fees billed (inclusive of tax) by Chèque service to the employer are 5.98% of gross wages for employees working less than 8 hours per week and 5.48% for employees working 8 hours or more per week. The administrative fees are capped at CHF 2'200.- per contract and per year.

Chèque service may modify its management fees by giving two months' notice.

12. Termination and end of contract

The management mandate given to Chèque service by the employer may be terminated in writing at any time by both parties, regardless of whether the employment contract has been terminated or not.

Subsequently, the employer shall take over the obligation of personally declaring the wages of their employee(s) to the Cantonal Compensation Fund Office (CCGC) and other insurance schemes (LAA, LPP).

In the event of the death of the employer or the employee, Chèque service's mandate shall not automatically end on the date of death but shall perpetuate until the end of the period of statutory notice period as provided for in the employment contract.

13. Modification of general terms and conditions

Chèque service may modify its general terms and conditions at any time. Modifications are not subject to acceptance and shall be communicated to the adherents and be accessible on the www.chequesevice.ch website. An employer who refuses these modifications remains free to terminate the contract binding them to Chèque service.

14. Legal jurisdiction

The contractual relationships between Chèque service and the employer are subject to Swiss law. Legal jurisdiction lies with Geneva, appeal procedures are reserved to the Federal Court of Lausanne.

How to fill in this registration form

You will find below some explanations to help you to fill in the registration form. The information is classified according to the numbers on the form.

1. Information about the employee: These data are used to prepare their AVS (Swiss State Pension) card, when an insurance account is opened in their name, if required, and for requests for services on their behalf.

2. Duration of the contract: An employment contract with no fixed term (the end date for the contract was not known when the contract was drafted) may be terminated at any time by either of the parties. The parties must however adhere to the notice period.

A fixed term contract ends on an agreed date. It may also not be renewed more than twice.

3. Salary: The net salary is the amount that you pay to your employee, in cash or by bank transfer. We use it as a basis to calculate the gross salary, and the related social security charges.

Please see our website for information about minimum wages.

4. Monthly declaration: The declaration of salaries is made every month using a coupon from your checkbook or via the web portal giving the number of hours worked, the hourly wage and the net salary paid to your employee.

a. With traditional checkbook you will receive a advanced quarterly payment request.

b. With the web-based declaration you will not received any bill but you will be responsible to maintain your balance with ebanking transfers.

5. Automatic declaration of salaries: The 12 monthly salaries are automatically accounted for by the system based on the data provided on the registration form.

6. Payment in kind: If your provide meals or accommodation for your employee, the value of this service is subject to social security charges.