

## EMPLOYER REGISTRATION FORM

Please fill in all of the fields on the form in a readable fashion.

The index letters refer to the instructions found on the last page of this document.

### EMPLOYER'S INFORMATION :

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Mr.       Mrs/Ms

Surname :  First name :

Address :

Post code :  City :  Phone :

Email :  Cell :

Existing customer ?      IVY number :

### a) EMPLOYEE'S INFORMATION :

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Mr.       Mrs/Ms

Surname :  First name :

Address :

Post code :  City :  Phone :

Email :  Cell :

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

**IMPORTANT : To verify the registration, the form must be accompanied by a copy of the AVS card of the employee. If this cannot be done, please attach the copy of a photographic ID document**

Requesting proof of intermediate earnings for unemployment office :       Yes       No

Employee is applying for Family Allowance benefits :       Yes       No

### CONTRACTUAL DATA :

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Type of activity :       Housekeeping activities       childcare  
                                  care to the elderly       other :   
                                  light gardening work

Starting date of the employment contract :

b) Contract type:  Permanent       Fixed-term, if so please indicate the end date:

c) SALARY

Please select only one of the two options

Hourly wage

or

Monthly wage

Net hourly salary : CHF

Net monthly salary: CHF

Number of hours worked per week:

Number of hours worked per week:

- Paid vacations are included in the salary <sup>d)</sup>
- Paid vacations are not included in the salary

<sup>d)</sup>With the monthly wage option, a fixed salary is paid to the employee each month regardless of the number of working days in the calendar month. The salary must be paid during the holidays. Reporting is not required.

e) Monthly reporting of salaries via :

- Paper check book (Chéquier)
- Web CHEQUE SERVICE (internet)

g) SALARY IN KIND :

This refers to the portion of the salary that is not paid in cash but that is included of the salary from which social security contributions are deducted. Rates are determined by the LAVS (Federal Act on Swiss State Pension).

Meals and accommodation  Yes  No

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

Meals only  Yes  No

- Breakfast - Number of days per week :  at CHF 3.50 per day
- Lunch - Number of days per week :  at CHF 10.00 per day
- Dinner- Number of days per week :  at CHF 8.00 per day
- All three meals - Number of days per week :  at CHF 21.50 per day

Accommodation only  Yes  No

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

By signing this form, the employer certifies that he/she has read the terms and conditions enclosed to this form, accepts them and commits to comply to them. In addition, he/she certifies that the information provided is true and instructs CHEQUE SERVICE to report the wages to the social security insurances on his/her behalf. The billing of the social security charges is quarterly in advance.

By signing, the employee agrees to immediately inform his/her employer or CHEQUE SERVICE of any change in his/her personal data (marital status, name, address, intermediate earnings, permits, etc.)

Date :  Employer's signature: .....

Date :  Employee's signature: .....

### How to fill in this registration form ?

You will find below instructions to help you to fill in the registration form. Instructions are given in reference to the letters on the form.

- a) Information about the employee: This data is used to draw up his/her (Swiss State Pension) card, as well as when an insurance account is opened in their name if required and for application for benefits on their behalf.
- b) Duration of the contract: A permanent employment contract with no fixed term (the end date for the contract was not known when the contract was drawn up) may be terminated at any time by either of the parties. The parties must however respect the applicable notice period.  
  
A fixed term contract ends on an agreed date. It cannot be renewed more than twice
- c) 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 visit our website for information about minimum wages [www.chequeservice.ch](http://www.chequeservice.ch) .
- d) Indemnity for paid vacations included in the salary: When an hourly wage with paid vacations included is chosen, salary payment is not made during the leave of the employee but is compensated the rest of the year based on 8.33% or 10.64% rate additional payment included in the hourly salary. Otherwise, the employee is paid as usual based on contractual agreement during the 4/5 weeks of holidays.
- e) Reporting via checkbook: The reporting of salaries is made every month using a coupon from your checkbook indicating the number of hours you employee worked and the net salary that was paid to them.
- f) Automatic reporting of salaries: The 12 monthly salaries are automatically accounted for by the system based on the information provided on the registration form regarding the salary.
- g) Payment in kind: If your provide meals or accommodation for your employee, the value of those benefits is subject to social security charges.

## **TERMS AND CONDITIONS — CHEQUE SERVICE**

### **1. Introduction**

CHEQUE 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, namely because of a disability, through activities subject to the economic rules of the market.

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

CHEQUE SERVICE's contact details are as follows:

CHEQUE SERVICE  
Case postale 361  
1213 Petit-Lancy

E-mail: [information@chequeservice.ch](mailto:information@chequeservice.ch)

### **2. Scope**

The present terms and conditions will apply to all registrations to PRO Entreprise Sociale Privée through via CHEQUE SERVICE, and to all employers using this service.

Employers are deemed to have accepted the terms and conditions, enclosed to the registration form, by signing the mandate given to CHEQUE SERVICE. By signing, employers undertake to comply with these terms and conditions.

Employers who use the CHEQUE SERVICE electronic portal accept those terms and conditions by creating their online account

### **3. Registration with CHEQUE SERVICE**

Registration with CHEQUE SERVICE is confirmed as soon as the employer receives written confirmation from CHEQUE SERVICE or for online subscriptions, when email confirmation is received.

CHEQUE SERVICE reserves the right to refuse a membership (management mandate) without needing to state grounds for said refusal.

The mandate contract is entered into for an unlimited term.

### **4. Purpose of the contract**

CHEQUE SERVICE acts in a fiduciary capacity for the employer. The employment relationship remains exclusively between the employer and their employee.

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

## **5. CHEQUE SERVICE's rights and duties**

CHEQUE SERVICE undertakes to pay to Swiss social security funds (AVS, AI, APG, AC, AF, Amat) mandatory contributions as well as occupational pension contributions.

CHEQUE SERVICE will only declare to social security the reported wages for which social security contributions are entirely covered by the employer's payments and for which the management fees are paid.

CHEQUE SERVICE will pay insurance premiums against occupational and non-occupational accidents for its members, as per the law on insurance against accidents (known as LAA). Employers are exempt from taking out private accident insurance.

CHEQUE SERVICE will pay insurance premiums for loss of income due to illness (known as APGM) for contracts providing for at least 8 hours per week of work. At any time, the employer can make a written request to cancel the APGM insurance via CHEQUE SERVICE. The cancellation will not have retroactive effect and will be effective from the next billing period (January, April, July or October) following the request.

CHEQUE SERVICE provides guidance and advice both to employers and employees in terms of social security and employment law with regard to the membership agreement.

CHEQUE SERVICE provides the employer or the employee with administrative documents when the need to do so arises (unemployment, family allowance, accident, maternity, etc.) if all conditions are met.

CHEQUE SERVICE does not pay any benefits.

Employees' annual wage certificates are sent to their employers at the beginning of the following year. CHEQUE SERVICE does not provide pay slips.

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

CHEQUE SERVICE is managed by a private organization and bound to the confidentiality of the data communicated by its members, subject to legal proceedings.

## **6. Another service offered without obligation by CHEQUE SERVICE**

On its website, CHEQUE SERVICE has made an employment contract template available, which may be used freely and without any liability on CHEQUE SERVICE's part.

## **7. Employers' rights and duties**

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

Within the same deadline, the employer must also declare to CHEQUE SERVICE any period during which the employee did not receive wages (vacation, illness, accident or other).

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

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

Any change to the employment relationship between the employer and the employee (for example, change in wages, termination of contract, etc.) must imperatively be communicated in writing to CHEQUE SERVICE within 10 days of occurring. The declaration can be made either via the contractual information change form or via postal mail /email. The form can be downloaded from our website or sent upon request.

## **8. Exclusion of liability**

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

They shall undertake to comply with the minimum wages of the Standard Employment Contract (Contrat Type de Travail de l'Economie Domestique - J1 50.03).

The employer bears sole liability for ensuring that their employee has a residence permit and working permit for Switzerland. The registration to CHEQUE SERVICE does not regularize the status in Switzerland for foreign persons, nor their tax obligation.

CHEQUE SERVICE accepts no liability in the event that the information provided by the employer is inaccurate or incomplete.

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

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

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

CHEQUE 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 CHEQUE SERVICE to the employee. There exists only a mandate relationship (Art. 394 and seq. of the Swiss Code of Obligations) between CHEQUE SERVICE and the employer.

## **9. Data Protection**

CHEQUE SERVICE is managed by a private organization, which is bound to keep the data provided by its members confidential. As a result, CHEQUE 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](http://www.chequeservice.ch) uses a tool to analyze this data anonymously.

## **10. Laws and regulations**

The rules of the mandate apply by default to all questions regarding the relationship between the employer and CHEQUE SERVICE, which are not provided for in the registration contract or in these 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.) as well as the regulations to which these statutes refer.

## **11. Management fees**

The administrative fees billed (inclusive of tax) by CHEQUE SERVICE to the employer are 5.98% of the 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.

CHEQUE SERVICE may modify its management fees by giving two months' notice.

## **12. Termination and end of contract**

The management mandate given to CHEQUE SERVICE by the employer may be terminated in writing at any time by either party, regardless of whether the employment contract has been terminated or not.

Subsequently, the employer will 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, CHEQUE SERVICE's mandate will not automatically end on the date of death but will perpetuate until the end of the statutory notice period as provided for in the employment contract.

## **13. Amendment of the terms and conditions**

CHEQUE SERVICE may amend its terms and conditions at any time. Amendments are not subject to acceptance and will be communicated to members and be accessible on the [www.chequeservice.ch](http://www.chequeservice.ch) website. An employer who refuses these amendments remains free to terminate the contract binding them to CHEQUE SERVICE.

## **14. Jurisdiction**

The contractual relationships between CHEQUE SERVICE and the employers are subject to Swiss law. Legal jurisdiction lies with Geneva, appeal procedures are reserved to the Federal Court based in Lausanne.