

## TERMS AND CONDITIONS CHEQUE SERVICE

### 1. Presentation of PRO and CHEQUE SERVICE

PRO Entreprise Sociale Privée is a non-profit foundation under private law and public utility created in 1987.

Through work and training, PRO reintegrates people excluded from the labor market, in particular because of disability, into profitable activities that should ensure its sustainability.

Since 2008, CHEQUE SERVICE, based in Geneva, has been managed by PRO.

The aim of CHEQUE SERVICE is to guarantee basic social protection for employees, to relieve employers of the administrative procedures linked to salary and tax declarations, to participate in the fight against illegal work and to promote transparency in work relations, particularly in the domestic employment sector.

The contact details of CHEQUE SERVICE are as follows:

CHEQUE SERVICE

Case postale 109

1228 Plan-les-Ouates

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

website : [www.chequeservice.ch](http://www.chequeservice.ch)

### 2. Scope of application

These general terms and conditions apply to all management mandates between PRO Entreprise sociale privée, via its CHEQUE SERVICE service, and the employers who are using this service.

The employer is deemed to have accepted the general terms and conditions, attached to the application form, when she/he has signed the mandate given to CHEQUE SERVICE. By signing, the employer undertakes to comply with these general terms and conditions.

In addition, the employer who mandates CHEQUE SERVICE for the administrative management of withholding tax accepts the specific terms and conditions of this service (see IS management mandate), including the payment of an additional fee of CHF 85.00 per calendar year and employment relationship, as well as the assignment of the 2% collection fee (LFisc, art. 38a para. 3) granted by the cantonal tax administration.

The employer who uses the CHEQUE SERVICE electronic portal accepts these general terms and conditions by creating her/his online account.

The employee using the CHEQUE SERVICE electronic portal accepts these general terms and conditions by creating her/his online account.

### 3. Registration with CHEQUE SERVICE

Registration with CHEQUE SERVICE is confirmed when the employer receives a written confirmation from CHEQUE SERVICE or for online subscriptions when the confirmation is sent by e-mail.

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 employer and employee.

By registering to CHEQUE SERVICE, the employer grants CHEQUE SERVICE a power of attorney to fill in and sign, in a fiduciary capacity and in its name, all documents relating to social insurance resulting from the employment relationship, including occupational pension schemes.

The same shall apply to withholding tax if the employer signs the specific mandate for the administrative management thereof.

### 5. Commitments of CHEQUE SERVICE

CHEQUE SERVICE undertakes to pay the contributions to the Swiss social insurances (AHV, IV, EO, AC, AF, Amat) as well as the contributions to the occupational pension scheme.

CHEQUE SERVICE only reports to the insurances the declared salaries whose social charges and management fees are fully covered by the payments of the employer.

CHEQUE SERVICE pays premiums for occupational and non-occupational accident insurance for the members according to the (LAA/UVG). The employer is exempt from taking out private accident insurance.

CHEQUE SERVICE pays the premiums of the loss of income insurance APGM ("Assurance Perte de Gain Maladie") for the contracts subject to it. 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 following month after letter's reception.

CHEQUE SERVICE registers the employees with the cantonal tax authorities and pays their withholding tax only in case of validation of the specific management mandate by the employer and whose administrative costs and expenses are fully covered by the employers' payments.

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

CHEQUE SERVICE undertakes to communicate to the employer the changes related to the Standard Employment Contract for domestic workers (Contrat Type de Travail - J1 50.03).

CHEQUE SERVICE does not pay any allowances or wages.

The employee's annual salary certificates is sent to the employer at the beginning of the following year. CHEQUE SERVICE can issue monthly pay slips on request, which will reflect the declarations made as long as social security contributions, withholding tax and management fees are covered.

At the end of the year, CHEQUE SERVICE closes the year and declares to the Swiss social security and tax authorities the salaries announced by the employers, accounted for in the current calendar year, as long as the social charges, taxes and management fees have been covered by the employer.

Social security charges and administrative costs are due at the time of the salaries' declaration.

CHEQUE SERVICE reserves the right to request a surcharge in case of retroactive salary declarations.

Late declarations, so-called retroactive declarations, which concern salaries from previous years, may result in extra administrative costs of up to CHF 300, as well as an estimated amount to cover the estimated default interest, which is charged by the Swiss social security authorities to CHEQUE SERVICE in addition to the usual management fees.

CHEQUE SERVICE is managed by a foundation under private law and bound to the confidentiality of the data provided by its affiliates, subject to legal proceedings.

## **6. Other services of CHEQUE SERVICE**

CHEQUE SERVICE provides on its website an employment contract model, which can be freely used without any liability of CHEQUE SERVICE, as well as salary slips.

## **7. Commitments of the employer**

The employers registered with CHEQUE SERVICE undertakes to communicate to the latter every month the net 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 received 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, tax charges and management fees for the declared wages are entirely covered.

Failure to provide sufficient funds to the employer's account or failure to communicate salaries to declare will endanger the execution of the contract by CHEQUE SERVICE and may therefore, ultimately, justify the termination of the mandate by CHEQUE SERVICE.

Any change in the employment relationship between employee and employer (e.g. change in salary, hourly wage, termination of contract, etc.) must be communicated to CHEQUE SERVICE in writing within 10 days.

In the event of an accident or illness (if the employment relationship is subject to loss of income insurance - APMG), the claim shall be reported to CHEQUE SERVICE within 3 days.

The employer mandating CHEQUE SERVICE undertakes to provide the employee with all documents that CHEQUE SERVICE sends to her/his attention, as well as to inform her/him of her/his rights and obligations with regard to Swiss social insurance. If necessary, the employee may contact CHEQUE SERVICE for further information. However, the employer remains solely responsible for informing the employee about rights and obligations in terms of social insurances and taxation.

## 8. Exclusion of liability

The employer is solely responsible for the proper execution of the employment contract and relationship binding her/him to the employee. The application form does not constitute an employment contract. CHEQUE SERVICE never assumes the responsibility of the employer.

The employer commits to comply with the Standard Employment Contract domestic workers (Contrat Type de Travail de l'Economie Domestique, J1 50.03), including the minimum wage in force and Geneva law (art. 39K al. 1 LIRT).

The employer is solely responsible for ensuring that her/his employee has a residence and work permit in Switzerland. Membership in CHEQUE SERVICE does not regularize the residence in Switzerland for foreigners, nor their tax obligations.

The employers 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 insurance and tax regulations and may be prosecuted in the event of violation 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 law foundation and guarantees the confidentiality of the data provided by its affiliates. Consequently, CHEQUE SERVICE only transmits the data strictly necessary for the correct declaration of the employees to the different social insurances, including the Geneva Regional Social Security Fund "Caisse Cantonale Genevoise de Compensation" for the registration and payment of the contributions on the employee's individual account.

Cookies : When using the website and the client portal, cookies are automatically installed in the user's browser memory, provided that the user authorizes it. They are intended to facilitate navigation on the website.

The user accepts that [www.chequeservice.ch](http://www.chequeservice.ch) may use a data analysis tool in an anonymous manner for the purpose of improving the service and for statistical purposes.

## 10. Law and regulations

The relationship between employer and employee is subject to the Swiss Code of Obligations and the Standard Employment Contract for full-time and part-time domestic workers (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.

The LAF (J 5 10) and the federal laws on social insurance (such as LPGA, LAVS, LAI, LACI, LPP, LFisc, LIRT etc.) and the regulations referred to in these standards also apply.

## 11. Management fees

The management fees invoiced (VAT included) by CHEQUE SERVICE to the employer are 5.98% of the gross salary for employees working less than 8 hours per week and 5.48% for employees working more than 8 hours per week. The management fees are limited to CHF 2'200 per year and per contract.

CHEQUE SERVICE may change its management fees with 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 both parties, whether the employment contract is terminated or not.

The withholding tax management mandate cannot be separately terminated before the end of the calendar year and covers the entire year during which the employee is subject to withholding tax.

Subsequently, the employer is obliged to personally declare the employee's salary to the Geneva Regional Social Security Fund "Caisse Cantonale Genevoise de Compensation" and to other insurance companies (UVG/LAA, APGM, LPP) as well as to the tax authorities by its own.

In the event of death of the employer or the employee, the mandate of CHEQUE SERVICE does not automatically end on the date of death but continues until the end of the legal statutory notice period of the employment contract.

## 13. Amendments to the general terms and conditions

CHEQUE SERVICE may change its general terms and conditions at any time. Amendments are not subject to acceptance and will be available on the website [www.chequeservice.ch](http://www.chequeservice.ch). They will be sent to affiliates on request. The employer who does not accept the modifications is free to terminate the mandate with CHEQUE SERVICE.

## 14. Place of jurisdiction

The contractual relationship between CHEQUE SERVICE and the employer is subject to Swiss law. The place of jurisdiction is Geneva, with the right to appeal to the Federal Court in Lausanne being reserved.

## 15. Safeguard clause

The invalidity of any of the foregoing provisions shall not invalidate the other provisions.