

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

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.

The Employers that mandates CHEQUE SERVICE for the withholding tax at source management accept the specific conditions: An annual administrative fee of CHF 85 per work relation, and the transfer to Chèque Service of the current commission of 2% (LISP, art 18 al.4) granted by the tax authorities (Administration Fiscale Cantonale).

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 CHECK 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 will only declare and pay withheld taxes to Tax Authorities for which the specific management mandate is accepted, and only if the management charges and fees 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 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 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 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 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.

Administrative fees for the tax at source management are based on an annual fee of CHF 85 per contract. Those fees are in addition to the administrative fees billed for social charges management.

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 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.