



*Placing staff in families and caring networks*

## GENERAL CONDITIONS

These general conditions are an integral part of the services' contract.

They automatically come into effect at the signing of each assignment. They remain valid over the course of the assignment of the contract.

The client accepts the present general conditions. If this is not the case, he must inform us immediately and the contract is cancelled.

### 1. Conditions

a) The particular terms of each assignment, such as hourly fee, start and length of the assignment, etc. are agreed upon in advance and confirmed by the hiring of services' contract. The particular conditions are only valid for the duration of the agreed upon assignment. If a client does not return the double-signed copy of the present confirmation of the contract, the signature on the time sheet attests to his acceptance of the present document.

b) Housekeeping contracts for an indeterminate period are valid for 48 weeks a year (for a weekly service) and 24 weeks a year (for a fortnightly service). This enables the client to cancel up to 4 weeks a year (for weekly contracts) and 2 weeks a year (for fortnightly contracts) without being invoiced (prorata temporis). The agency must be informed of any cancellation, at least 10 days in advance.

### 2. Working relationship

Our employees made available to the client are connected to Alamaison.ch Sàrl by a work contract that establishes rights as well as obligations towards Alamaison.ch Sàrl and towards the client. Our employees do not therefore have a contractual relationship with the client. Consequently, our employees must submit to us all problems relative to their relationship between the client and our employee.

If, due to special circumstances, the client is forced to change during the course of a contract the place, schedule, or type of service, he/she must inform us directly and immediately in order for us to communicate new instructions to our employee.

### 3. Notice period

This contract automatically ends at the expiration of the contract. If the contract's duration is open-ended, the notice period for termination is:

- 2 business days during the first 3 months
- 7 days from month 4 through 6
- 1 month as of month 7 onwards
- 2 months from years 2 through 9
- 3 months as of year 10 onwards ...

In the case where our employee whom we have agreed to delegate defaults due to an unforeseen absence (illness, accident, etc.), we reserve the right to replace

him/her by another of our employees with qualifications deemed equivalent.

If another of our employees with equivalent qualifications cannot be found, the contract will be terminated with immediate effect.

### 4. Duties of the staff

By the contract that connects him/her to Alamaison.ch Sàrl, our employee commits himself/herself to scrupulously follow the client's instructions in executing the duties that are given to him/her. He/she is required to work carefully and conscientiously according to the job's instructions. He/she is committed to observe the most rigorous discretion towards the client.

### 5. Responsibility

Alamaison.ch Sàrl is committed to regularly supervise its staff. Any complaint must be addressed to management at the latest within 24 hours.

At the start of the contract, the client will ensure that our employee at his/her disposal corresponds to his requirements and is capable of carrying out thoroughly the tasks that are given to him/her. If this is not the case, we must be notified within 48 hours.

### 6. Time sheet

At the end of each month our employee must present a time sheet that the client must sign. Only actual work hours, and potentially any travel time and other pre-approved expenses, will be invoiced.

The client-signed time sheet allows for the invoicing according to the agreed upon terms that are stipulated in contract. By his/her signature, the client approves the accuracy of the time sheet.

### 7. Fees

Our invoices are established and presented to the client once a week or once a month. They are payable within 10 days. In case of collection via legal means, 10% interest will be charged. Our temporary caregivers are not authorised to accept payments.

### 8. Legal protection

The candidate files submitted to the client remain our property. They are to be treated confidentially and must be returned to us. Under no circumstance can they be submitted to a third party or used directly or indirectly.

### 9. Competent jurisdiction

All disagreement on the present contract will be submitted to the competent courts at Alamaison.ch's head office in Vevey, Switzerland.

Edition 01.2019



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## GENERAL CONDITIONS FOR A PERMANENT PLACEMENT

We will begin the search **as soon as we receive the completed information sheet.**

After having analysed the client's request, we will be able to provide a timeline for the search.

**Alamaison.ch Sàrl** handles the search for candidates, the selection of candidates during interviews, verification of references, and the creation of an administrative file relevant to each candidate.

Alamaison.ch Sàrl, commits itself to devote the best resources and carry out all necessary diligences to best respond, when possible, to the client's expectations.

However, Alamaison.ch Sàrl will not be held responsible for a result in the presentation of the desired employee, nor be held responsible, directly or indirectly, in the case where the employee would not remain in his/her position.

### 1. Fees for permanent placement

Calculated on a percentage basis of the annual salary (without VAT 8%).

1	Up to a gross annual salary of CHF 40 000.00 <b>Minimum of CHF 1'600.00 per mandate</b>	5 %
2	From a gross annual salary of CHF 40 001.00 up to CHF 50 000.00	8 %
3	From a gross annual salary of CHF 50 001.00 up to CHF 65 000.00	10 %
4	From a gross annual salary of CHF 65 001.00 up to CHF 75 000.00	12 %
5	From a gross annual salary of CHF 75 001.00 up to CHF 100 000.00	13 %
6	From a gross annual salary of CHF 100 001.00 up to CHF 130 000.00	15 %
7	From a gross annual salary of CHF 130 001.00 or more	17 %

By gross annual salary is meant: annual salary (gross monthly salary multiplied by twelve or thirteen months) that is submitted to AVS, including any tips, bonuses, or other allowances.

The expenses of media advertising, determined with the client's consent, will be paid by the client in addition to the other fees.

### 2) Payment conditions

Invoices of fees are payable upon receipt.

### 3) Guaranty

a) Only a termination of the contract occurring after the payment of our fees will benefit from a reimbursement guaranty and this only if the termination was brought to the attention of the candidate and Alamaison.ch Sàrl, during the first three months of service.

b) Alamaison.ch Sàrl commits itself to reimbursing fees invoiced at the rate below (as long as the all mentioned conditions are met), if the termination of the contract occurs for the following reasons:

» Resignation by the candidate. Except in case of non-respect of the employment contract.

» Incompetence of the hired person.

c) Reimbursement rate calculated from the first day of employment of the candidate:

» 1<sup>st</sup> month of employment: reimbursement of 60% of the fees without tax.

» 2<sup>nd</sup> month of employment: 40% of the fees without tax.

» 3<sup>rd</sup> month of employment: 15% of the fees without tax.

### 4) Payment of fees

The fees of Alamaison.ch Sàrl are owed and payable as soon as the client hires its candidate or uses him/her as a full-time or part-time employee in the 12 months following Alamaison.ch Sàrl's handing over the file to the client. This remuneration is payable independently of the circumstances or reasons having led to the employment contract's signing. This applies in particular in the case where following a first time presentation by Alamaison.ch Sàrl, the candidate then presents himself to the client again spontaneously or if the client contacts the candidate directly, or even still if the candidate's name is given to the client by a third party.

Where the activity rate is modified at any point during the 12 months following the hiring, the fees will be calculated based on the gross annual salary relating to the highest activity rate.

### 5) Other

Alamaison.ch Sàrl commits itself to respecting its clients' business as well as treating all mandates in a professional and utterly confidential manner regarding current contracts that are in the process of being terminated.

### 6) Try and Hire

In the case where a client decides to hire one of the employees made available by Alamaison.ch based on an agreed upon fee, this hiring is possible if the following conditions are met:

» Fee exempt, if the hiring occurs after the employee has carried out an uninterrupted assignment for the client for a minimum of three months (the equivalent of 540 hours of work).

» Depending on the payment of fees, if the hiring occurs after the employee has carried out an assignment inferior to three months (the equivalent of less than 540 hours of work) and that he/she restarts his/her work with the client less than three months after the end of his/her assignment.

### 7) Legal protection

The candidates' files that are submitted to the client remain our property (except for the hired candidate's file). They are to be treated in a confidential manner and must be returned to us. In no case whatsoever, can they be given to a third party or be used directly or indirectly. In the event of promise of engagement not respected an amount of CHF 300.00 will be invoiced.

### 8) Return of the signed contract

The general conditions are an integral part of the contract for permanent placement and go into effect as soon as the employment contract is signed by the proposed candidate(s) of Alamaison.ch Sàrl. This commitment is marked, as a general rule, by the signature of the client of the placement contract for permanent personnel. This signed placement contract must be returned to Alamaison.ch. In case of failure to do so, the general conditions described above are considered tacitly accepted.

### 9) Competent jurisdiction and applicable law

All disagreement between Alamaison.ch Sàrl and the client on the subject of the existence, interpretation or execution of the placement contract for permanent personnel will be submitted to the competent courts in the jurisdiction of the head office of Alamaison.ch Sàrl, thus at Vevey. The rights of Alamaison.ch Sàrl to seize the competent courts in the jurisdiction of the home or head office of the client are reserved. The present contract is furthermore submitted to Swiss law.

Edition 9.2020



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## GENERAL REGISTRATION TERMS

We will start our search **as soon as we have received your completed enquiry sheet**.  
After having analysed your request, we will be able to communicate a time line.

### PAYMENT

Payment of fees owed **Alamaison.ch Sàrl**: CHF 200.00 (before VAT) if a member. To be paid at the latest on the 1<sup>st</sup> day of work. There is tacit renewal of the membership fee annually. A monthly invoice payable at 10 days, except in special circumstances. Payment in instalments without fee is possible (please ask us). **Our bank account** Alamaison.ch Sàrl, Rue des Deux-Marchés 28 – 18 Vevey - **U.B.S. Vevey** -  
**Numéro IBAN : CH760025525511217501U**

- Membership fee is not refundable
- We will contact you by email or telephone to confirm the name of our caregiver.
- The reservation deadline is 48hrs.
- Priority is given to **Member** clients
- **Our caregivers are not authorised to be paid directly for their services.**

### MEMBERS

An annual fee of CHF 200.00 will give you access to the following advantages:

- Priority to all types of services (child care, tutoring, elderly assistance and housekeeping).
- Immediate replacement of the caregiver in case of absence, holiday, illness, or other (as far as is possible).
- **Reduced hourly fee (members' price).**
- Special offers during the year.
- Special offers from our partners.

### REMUNERATION

The minimum remuneration is 2 hours, 3 hours (for housekeeping) and 1 hour (for tutoring) beyond which remuneration is calculated according to each quarter of an hour which has begun.

### CANCELLATION TERMS

A verbal agreement shall be regarded as contractually binding.  
The total amount for the hours of work planned will be charged.

### VALIDITY

Fees valid until end of December 2020

### RESPONSIBILITY

**Alamaison.ch Sàrl** carries out candidate searches, selection of candidates through interviews, verification of references, sets up the relevant administrative file for each candidate.

**Alamaison.ch Sàrl** will not be held responsible for a result as to the presentation of a desired person, nor be held responsible directly or indirectly, in case the person, whose references and professional qualities were verified, does not remain in the position.

**Alamaison.ch Sàrl** is committed to regularly supervising the work of its caregivers. Any complaint must be addressed to the management of Alamaison.ch Sàrl within 24 hours.

### HOW WE WORK

**Alamaison.ch Sàrl**, as the caregiver's employer, takes care of everything:

- Evaluation of needs
- Selection and control of previous references for your peace of mind
- Presentation of a caregiver who is closest to where you live (when possible)
- Handling of all administrative and social measures
- Personalised follow-up of services
- Management and control of hours worked at your home
- Replacement of the caregiver in case of absence, illness or other leave... (when possible)
- Invoicing according to the chosen formula and based on the time sheet.