pro chèque service

Registration Form

Please fill in all of the fields on the form legibly. The index letters refer to the instructions found on the last page of this document.

Employer's Information

Employer's number R

○ Ms ○ Mr

Surname : First name :

Address :

Postal code : City : Phone :

Email : Cell :

a) Employee's Information

Employee's number E

○ Ms ○ Mr

Surname : First name :

Address :

Postal code : City : Phone :

Email : Cell :

Date of birth : Nationality : Civil status :

(dd/mm/yyyy)

IMPORTANT : To complete your registration, the form must be attached to either a copy of your employee's AVS card or at least a copy of her/his photographic ID document.

The employee already recieves family allowances. Yes ○ No ○

The employee would like to apply for family allowances with Chèque service. Yes ○ No ○

Contract Data

Type of activity :

- ☐ Housekeeping
- ☐ Childcare
- ☐ Personal assistance
- ☐ Childcare and housekeeping
- ☐ Gardening
- ☐ Other :

Contract starting date :

b) Contract type : ○ Permanent ○ Fixed-term and the end date is :

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I would like to declare salaries with :

c) ◯ Paper check book salary declaration (Postal mail)

d) ◯ Online salary declaration (internet)

Salary (Please select only one option)

◯ Hourly wage

e) **Net** hourly wage: CHF ☐ **per hour**

Number of worked hours per week ☐

f) Paid vacations indemnity

◯ Not included
(hours must be paid during holidays)

◯ 4 weeks included
(indemnity is paid during worked hours)

◯ 5 weeks included
(indemnity is paid during worked hours)

Salary in kind is not possible for hourly wage contracts

◯ Monthly wage

e) **Net** monthly salary: CHF ☐ **per month**

Number of contractual hours per week ☐

Salary is maintained during holidays

g) **Salary in kind:** yes ◯ no ◯

☐ Meals: Full month: CHF 645.-

or

☐ Nb of days with Breakfast per week: ☐

☐ Nb of days with Lunch per week: Nb ☐

☐ of days with Dinner per week: ☐

Accommodation

☐ : Full month: CHF 345.-

☐ Or Nb of days per week: ☐

h) My employee is subjected to withholding tax and I would like to mandate Chèque Service for the administrative management (A copy of the work permit coupled with the dedicated management mandate must be attached to this form) ☐

By signing, the employee certifies that more than 75% of her/his total work activity is completed in Switzerland. The employee agrees to immediately inform Chèque Service of any change in her/his personnel data (marital status, name, address, unemployment, permits, etc.)

Employee's signature :

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 Chèque Service to report the wages to the social security insurances on his/her behalf. The payment of the social security charges is due in advance (quarterly).

Employer's signature :

Documents to send to Chèque Service

- The present registration form signed by both employee and employer
- A copy of your employee's AVS card (or at least a copy of an official document)
- The Tax at source management mandate (if mandated by the employer and applicable)

pro chèque service

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) Employee's information:
The data is used to draw up his/her AVS card (Swiss State Pension), 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 terminatedat 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 only.

c) Paper check book declaration:
On a monlthy basis, salaries must be communicated with the proper checkbook. Information about the number of worked hours, the referral month and the total net amount paid must be completed and signed.

d) Online declaration:
The employer will receive an access code to open her/his online account. On a monthly basis, the employer shall enter the worked hours (hourly-based contract) or validate salaries (monthly-base salary).

e) Salary:
The net salary is the amount that you pay to your employee, in cash or by banktransfer. We use it as a basis to find out the gross salary, and the related social security charges and tax. **Net salary is understood and calculated as salary after all deduction**, inclulding tax at source when mandated to Chèque service.

Please visit our website for information about minimum wages:
www.chequeservice.ch/en/content/costs

f) 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 a 8.33% (4 weeks) or 10.64% (5 weeks) rate additional payment added to the hourly base salary. Otherwise, the employee is paid as usual, based on contractual agreement, during holidays if not included.

g) Payment in kind:
If you provide meals or accommodation to your employee, the value of those benefits is subject to social security charges. This option is only aplicable for monthly-based salary contracts.

h) Tax at source:
The employee is subjet to the witholding tax at source if she or heholds one of the following permit:

i) B Permit
ii) G, F, L or S Permit
iii) Swiss citizen living abroad

Swiss citizens or C permit holders, as well as their married partner are not subjet to tax at source.

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Management Mandate tax at source

By this, the undersigned, ...,

employer of .....,

mandate to Chèque service the administrative management of the withholding tax at source of my employee regarding this work relation.

I, the undersigned, will cover the additional administrative costs of CHF 50.- (per tax year) and transfer to Chèque Service the current commission of 2% (LPFisc, art 38A al.3) granted to the benefit debtor by the tax authorities.

Location :..... Date : .....

Employer's signature :.....
(Debtor of the taxable benefit)

IMPORTANT : This is an additional mandate to the social insurance management mandate and usual fees.

The present management mandate must be coupled with a copy of the employee's work permit to be valid.

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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 ensure optimal 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: info@chequeservice.ch

website: 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 withholding tax management mandate), including the payment of an additional fee of CHF 50.- per calendar year and employment relationship, as well as the assignment of the 2% collection fee (LPFisc, art. 38A para. 3) granted to the debtor of the taxable benefit by the cantonal tax administration.

The employer using 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 insurances 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 (OASI, DI, APG, AC, AFam, 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 contract.

CHEQUE SERVICE provides employer and employee with administrative documents when the need to do so arises (unemployment, family allowance, accident, illness, 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 employees' annual salary certificates are 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 insurances 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 offered by 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 slip templates.

7. Commitments of the employer

The employer registered with CHEQUE SERVICE undertakes to communicate to the latter every month the net wages paid and the hours worked by her/his 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 and specify the reason (vacation, illness, accident or other).

The employer registered with CHEQUE SERVICE undertakes to pay provisional installments within the required deadline or, if she/he is an online member, to put sufficient funds into her/his 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 render the execution of the contract by CHEQUE SERVICE impossible 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 imperatively 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 - APGM), 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 insurances. 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 relationship binding her/him to the employee. The registration form does not constitute an employment contract. CHEQUE SERVICE never assumes the responsibility of the employer.

The employer commits to comply with the minimal wages under the Standard Employment Contract domestic workers (Contrat Type de Travail de l'Economie Domestique, J1 50.03), as well as the minimum wage in force under 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. The registration to CHEQUE SERVICE does not regularize the residence in Switzerland for foreign persons, nor their tax obligations.

CHEQUE SERVICE declines all 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 authorities 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' wages 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.

Please consult our Privacy and Cookies policies applicable to the Chèque Service platform (https://app.chequeservice.ch/) and to the Chèque Service website (www.chequeservice.ch) for further information on the processing of your personal data, in particular through these sites.

10. Subcontracting with regard to the protection of personal data

Please note that the employer is the controller of the personal data of her/his employees. Insofar as PRO acts on the basis of the instructions of the employer in a fiduciary capacity, it acts in quality of processor for the controller. The data processing agreement attached as Appendix 1 to these general terms and conditions defines the conditions under which PRO processes personal data on behalf of the employer for the performance of the Chèque Service membership contract and/or of the mandate contract for the administrative management of the withholding tax.

11. 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 and other cantonal laws on social insurances (such as LPGA, LAVS, LAI, LACI, LPP, LPFisc, LIRT etc.) and the regulations referred to in these standards also apply.

12. Management fees

The management fees invoiced (VAT included) by CHEQUE SERVICE to the employer amount to 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.

The withholding tax administrative management fees (VAT included) amount to CHF 50.- per contract and calendar year. Furthermore, the employer assigns to Chèque Service the 2% collection fee (LPFisc, art. 38A para. 3) granted by the cantonal tax administration to the debtor.

CHEQUE SERVICE may change its management fees with two months' notice.

13. Termination and end of contract

In order to terminate a CHEQUE SERVICE mandate, the employer must complete a termination form and send it to PRO.

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 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 takes over the obligation to personally declare her/his 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.

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.

It should be noted that termination of a mandate of CHEQUE SERVICE does not automatically end all contractual relations between the employer and PRO. All contractual relations between the employer and PRO end when all CHEQUE SERVICE mandate contracts have been terminated.

14. 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 sent to affiliates on request and available on the website www.chequeservice.ch. The employer who does not accept the modifications is free to terminate the mandate binding her/him to CHEQUE SERVICE.

15. Place of jurisdiction

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

16. Safeguard clause

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

Appendix 1: Data processing agreement

1. Purpose

1.1. The purpose of this Appendix 1 to the general terms and conditions (the « **Appendix** ») is to define the conditions under which PRO Entreprise Sociale Privée (the « **Processor** ») processes personal data on behalf of the employer (the « **Data Controller** »).

1.2. In the context of their contractual relationships, the Parties comply with the laws applicable to the processing of personal data and in particular, the Swiss Federal Act on Data Protection (the « **FAPD** »). In addition to the obligations described in this Appendix, the provisions of the FADP and its ordinances apply for the surplus.

1.3. In the event of a contradiction with regard to data protection between the Chèque Service membership contract and/or the mandate contract for the administrative management of the withholding tax, the general terms and conditions and this Appendix, the provisions of this Appendix take precedence.

1.4. Where this Appendix uses terms defined under the FADP, such terms shall have the same meaning as the ones under this Act.

2. Processing covered by the Contract

2.1. The Processor processes the personal data on behalf of the Data Controller in order to provide the services set out in the Chèque Service membership contract and/or the mandate contract for the administrative management of the withholding tax (the « **Contract** »).

2.2. Personal data processed essentially include information pertaining to the employee(s) of the Data Controller. The Processor expressly acknowledges that some of the personal data in question, such as health data, is sensitive, and processes it with utmost care.

3. Obligations of the Processor

A. *General obligations*

3.1. The Processor must:

(i) **Purpose**. Process personal data solely for the purpose covered by the Contract;

(ii) **Compliance with instructions**. Process personal data in accordance with any documented instructions of the Data Controller. In the event that the Processor considers that an instruction does not comply with applicable law, she/he must immediately inform the Data Controller;

(iii) **Security and confidentiality measures**. Implement the appropriate technical and organisational measures to ensure security and confidentiality of the personal data processed under the Contract;

(iv) **Processor's personnel**. Ensure that the persons authorised to process personal data under the Contract, in particular the Processor's employee(s), (i) undertake to keep personal data confidential or are subject to legal obligations of confidentiality, and (ii) have received adequate training in data protection.

B. *Other obligations*

3.2. **Secondary Processing**: the Processor may engage a secondary processor (the « **Secondary Processor** ») in order to complete the specific processing activities, in accordance with legal requirements.

3.3. **Data subjects**: the Data Controller is responsible for providing data subjects (i.e. employee(s)) with appropriate information about the processing of personal data when it is collected. When she/he receives a request from a data subject concerning her/his personal data, the Processor transfers this request to the Data Controller. She/he will not respond on her/his own to the request unless she/he is authorised to do so by the Data Controller. The Data Controller authorises the Processor to update the personal data when the Processor is informed of the change by the data subject or by an authority.

3.4. **Breach of personal data**: the Processor informs the Data Controller by e-mail of any potential breach of personal data as soon as possible.

3.5. **Security measures**: the Processor implements the appropriate technical and organisational measures. The documentation relating to these measures is available on request from the Data Controller.

3.6. **Destruction or restitution of personal data**: subject to applicable law, at the end of the provision of services relating to the processing of personal data, the Processor destroys or restitutes to the Data Controller the personal data processed under the Contract. Notwithstanding the foregoing, the Processor may retain and process the personal data required, in particular for a period of 10 years following the end of the contractual relationships with the Data Controller, in order to comply with her/his legal and contractual obligations. Within the limits of applicable law, the terms of this Appendix remain applicable for the aforementioned 10-year period.

3.7. **Availability of relevant documentation**: at the request of the Data Controller and at the latter's expenses, the Processor provides information and/or documentation relating to compliance with data protection measures.