



care 4 kids GmbH
Crista Cron-Freeman, Managing Director

Tel. information and referrals
Monday - Friday
8.30 - 12.00h / 13.30 - 17.00h
044 252 97 86 / cristacron@care4kids.ch

General Terms and Conditions for care 4 kids GmbH families that purchase a membership subscription

1. General Conditions

care 4 kids GmbH, as the contractor (hereinafter called "care 4 kids"), provides childcare personnel for private families (hereinafter called "client") that are looking for such care services upon entering a membership subscription. These General Terms and Conditions (hereinafter called "GTC") regulate the contractual relationship between member families and care 4 kids.

2. Scope of Services

care 4 kids provides a comprehensive service in the personnel search and relieves the client to a great extent of the clarification and recruitment tasks. The childcare candidates are recruited and checked by care 4 kids to the best of their knowledge and receive training. It is recommended that the job description be clearly and concisely defined. The TGC automatically take effect with each contract of membership and last throughout the membership subscription. care 4 kids guarantees for absolute discretion and connects the client with suitable candidates. Each registered caregiver of care 4 kids is insured against personal and property damage liability for up to CHF 10 million. The membership invoice is due paid within 30 days of invoice date.

The delivered short profiles of potential childcare candidates is confidential. It is in breach of business regulations to pass these details on to a third party or later, without a valid membership, to contact the caregiver, thus circumventing care 4 kids. The foundation of the cooperation between the family and the nanny are based on the provisions of the Swiss labor law, the regular working contract for domestic employees and the Swiss Code of obligations (OR). It is prohibited to transfer information about any childcare candidate to third parties or to contact the caregiver after an annulled membership.

3. Cancellation of the membership subscription

If, for whatever reason, the membership is cancelled during an initial six weeks, a fee is required to cover care 4 kids time, efforts and expenses. The cancellation fee is in correlation to the membership status. As soon as a caregiver has begun working for a member family or 42 days have lapsed since registration, the option to annul a membership expires. Contacting a childcare candidate after cancelling membership subscription and without informing care 4 kids is in breach of our business regulations and will be billed as a full membership subscription.

Abo 1: CHF 300.00
exkl. MwSt. 7.7%

Abo 2: CHF 540.00
exkl. MwSt. 7.7%

Abo 3: CHF 700.00
exkl. MwSt. 7.7%

Abo 4: CHF 900.00
exkl. MwSt. 7.7%

4. Reminder of payment

- Payment reminder follows after 31 days;
 - 2nd Reminder is made after 5 days of 1st Reminder non-payment, plus a reminder surcharge of CHF 25.00 (+8% VAT);
 - 3rd Reminder occurs after 5 days of non-payment of 2nd Reminder, plus a reminder surcharge of CHF 50.00 (+8% VAT);
- If no payment is made, debt enforcement procedures (Betreibung) will be initiated.

5. Selective specific recruitment

In order to increase the chances of success in finding the ideal care candidate, the client may wish to utilize the option of job-specific advertising. For each advertisement created by care 4 kids on behalf of a client family, only the effective advertising costs (incl. VAT) will be billed to the client. The time and effort involved in specific recruitment shall be absorbed by care 4 kids.

6. Contractual relationship

During the year of membership the client is entitled to information pertaining to care candidates from our care 4 kids resource pool. Based upon clients job profile and after care 4 kids consultation with the appropriate care candidates, the client receives a written profile of each candidate. The client arranges a date with the care candidate for an interview. It is the clients responsibility to draw up the contract with their employee and to register for obligatory insurances, social security and to incur these costs. The care 4 kids member family as such is the employer of the care candidate with all rights and obligations in accordance with Swiss OR law (Obligationsrecht) and the Normal Employment Contract for the Domestic Employee. It is the clients option to obtain their own references from the childcare candidate or to request an extract from the Swiss criminal records authority. Care 4 kids does not assume responsibility for differences between the contract parties after they have entered into a contract of employment.

7. Liability disclaimer

care 4 kids excludes responsibility for damages of any nature in accordance with the law. care 4 kids is neither for the execution of the given assignments nor for any possible damages liable.

8. Insurances and social insurances

Each care 4 kids childcare candidate is insured against personal and property liability. Each care 4 kids caregiver must be registered for Swiss Social Security and contributions paid in accordance to law.

9. Implementation of the General Terms of Conditions

The GTC come into effect automatically with each each contract of membership and last throughout the membership subscription.

10. Changes of the General Terms of Conditions

care 4 kids reserves the right to change these general terms and conditions at any time. The respective statutes at that time will apply.

11. Applicable law

In any legal circumstances or conflicts beyond or within these general terms and conditions, Swiss laws applies under exclusion of the conflicts of laws. Exclusive place of jurisdiction is Zurich.

Stand of these General Terms and Conditions: January 2018