

### care 4 kids GmbH

Crista Cron-Freeman, Managing Director

Tel. information and referrals Monday to Friday 8.30 – 12.00 Uhr / 13.30 – 17.00 Uhr **044 252 97 86** / <u>cristacron@care4kids.ch</u>

# **♥** Registration: Membership Subscription for Family **♥**

Fan	nily name(s) /	First name(s)				
Add	ress:	PLZ & Town:				
E-M	ail:					
Mobile: Land line:						
Nearest Public Transportation Station:						
Name and date of birth of the child/children:						
	niliy language(s): , ilnesses of the chi					
		ther important information:				
Required schedule: (R= regularly, S= spontaneous, please indicate specific hours)						
	Monday					
	Tuesday					
	Wednesday					
	Thursday					
	Friday					
	Saturday					
	Sunday					
	Specifics:					
	Job commenc	ement date:				
	For Express 1st referral within 1-5 days: surcharge of CHF 100.00 (excl. VAT 7.7%)					
	General description of responsibilities (fetching kids, homework, preparing meals, etc.):					



### **♥** Variations of the Membership subscription:

(the membership subscription is defined by the number of childcare hours worked per week)

☐ up to 6 hours of childcare per week (max 2x per week)	Membership Subscription 1:	CHF	<b>750.00</b> (excl. VAT 7.7%)
$\square$ from 6 - 16 hours of childcare per week	Membership Subscription 2:	CHF	<b>1'350.00</b> (excl. VAT 7.7%)
$\hfill\square$ from 16 - 26 hours of childcare per week	Membership Subscription 3:	CHF	<b>1'750.00</b> (excl. VAT 7.7%)
☐ above 26 hours of childcare per week	Membership Subscription 4:	CHF	2'250.00 (excl. VAT 7.7%)

### Following service and benefits are included in every annual membership:

- ✓ Referrals of serious and competent Nannies (comprehensive review of resume, skilled personnel through individual basic training sessions and liability insured against personal- and property damages for up to CHF 10 Million)
- Creating individual solutions according to the family's job profile and needs (schedule, scope of duties, language, number and age of children, etc.)
- ✓ Professional initial selection of suitable nannies and the compilation of profile portfolio
- ✓ Entitlement to unlimited referrals of nannies during an entire year
- ✓ Organizing temporary solutions, e.g. a replacement should nanny be ill or on vacation
- ✓ Short-notice support in childcare emergencies, also outside of business hours
- ✓ Price reduction on booking a childcare team for your private party
- ✓ Tools and resources in hiring a nanny (interview- and wage guidelines, emergency checklist, children details, etc.)
- ✓ Essential tools and templates (employment contract, wage statement, the various obligatory insurances, etc.)
- ✓ Four annual training events for parents and nannies with child-related themes (with qualified specialists)
- Support and advise through your care 4 kids representative in the event of questions or difficulity

### ♥ We would like to take advantage of the additional care 4 kids GmbH services:

□ care 4 kids Help Kit	Templates, sample contracts, wage accounting payslips, explanatory documents and guidelines to the various insurances such as Social Security, accident insurance, pension, workers compensation, etc.  Included in Membership subscription
□ care 4 kids Starter Kit	Support either by phone or in a meeting with drawing up the contract of work and the wage accounting, assisting with completing the official forms, assisting family in the various registrations with the required insurances.  Flat rate: CHF 200.00 (excl. VAT 7.7%)
□ care 4 kids Full Administrative Set-up Kit	Preparing the work contract, obtaining and reviewing the policies for the required insurances, illness indemnity insurance, dependent child allowance, registering for social security, creating a first salary statement, preparing the salary statement for years end.  Set up: CHF 600.00 (excl. VAT 7.7%)
□ additional to care 4 kids Full Administrative Set-up Kit	Registering for the oblig. Pension plan (Berufliche Vorsorge BVG), registering the employment and reporting salary to the Dept. of Taxation for nannies required to pay income taxes.  Complete Set up: CHF 900.00 (excl. VAT 7.7%)
With your signature you confirm   ♥	That as the employer you are responsible for the hiring of the nanny and adhering to the corresponding legal requirements. With our above-listed administrative products we are happy to support you in accordance to your preference;  That you have read and understood the General Terms and Conditions of care 4 kids and that the membership invoice will be paid within 30 days of invoice date.
Date of Registration:	Signature:

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### 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 affect 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 Abo 2: CHF 540.00 Abo 3: CHF 700.00 Abo 4: CHF 900.00 exkl. MwSt. 7.7% exkl. MwSt. 7.7% exkl. MwSt. 7.7% 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