

CONTRACT HIRING (freelancers)

These general terms and conditions are subject to the Swiss Employment Services Act (AVG), the Swiss Code of Obligations (OR) and the Swiss Code of Civil Procedure (ZPO). The competent approving authority is the Department of Commerce and Labour, PO Box, 8090 Zurich and SECO (the Swiss State Secretariat for Economic Affairs), Directorate for Labour, Effingerstrasse 31, 3003 Bern.

General

The general terms and conditions form an integral part of the hiring contract. They enter into force automatically for every contract. The client company acknowledges these terms and conditions as binding. If they do not agree, they must inform us immediately; in such an event, our staff member will be recalled and the contract will be cancelled.

Occupational safety/collective bargaining agreement

The client undertakes to be responsible for safety at work and to comply with the provisions of the Swiss Labour Code. If the client company is subject to a generally binding employment contract, we must be informed of this at the time that the request for staff is submitted. The working time arrangements in the collective bargaining agreements are also applicable to our freelancer.

Obligation to take instruction/confidentiality

The freelancer is obligated to respect the internal rules of the client's operation. They have a contractual obligation to maintain the strictest confidentiality about everything that comes to their attention during the course of their assignment to the client. The freelancer is subject to the client's instructions, they are subject to the client's supervision and fall under the client's responsibility. We categorically reject any liability for damages caused by a freelancer. The regulations of the Swiss Code of Obligations (OR) – namely OR 55, 100 and 101 – apply.

Working hours

The freelancer shall comply with the hours stipulated in the hiring contract. Hours that exceed the usual working hours are considered overtime; they are compensated according to the regulations of the valid collective bargaining agreement and must be listed separately on the work report and noted with the appropriate percentage surcharge. The client is responsible for compliance with the instructions and legal provisions regarding occupational health and safety.

Invoicing

The hourly rate and any agreed expenses become due as soon as the freelancer has assumed their duties and submitted a work report signed by the client. The employer's statutory contributions such as old-age and survivors' insurance pension (AHV) / unemployment insurance (ALV) / disability insurance (IV) / income compensation scheme (EO), accident insurance, occupational pensions provision (BVG), daily sickness allowance (KTG), child allowances etc. are included in the agreed hourly rate.

Any complaints regarding the hours that have been invoiced must be made within eight days after invoicing. Invoices must be paid net within ten days. In the event of collection proceedings, a default interest of 5% is agreed.

Work report

The freelancer's salary is paid on the basis of the weekly/monthly work report. The work report shall consist of either a printed paper form or a password-protected online form that is accessible to the client at all times and stored in a web application. Working hours are validated either by means of a signature on the paper form or by entry in the web form. The freelancer is under no circumstances whatsoever authorised to accept payments from the client. Any direct arrangements with our staff member are inadmissible and not binding on us.

Expenses

The amount and nature of any expenses will be regulated in the work contract. Subject to provisions of collective agreements pursuant to Art. 3 (1) of the collective bargaining agreement for contract hiring, all expenses must have documentary support.

Notice periods

For work contracts of both fixed and indefinite duration, the employment relationship may be terminated by both parties as follows :

- during the first 3 months of continuous employment, with a notice period of two working days
- from the 4th to the 6th month of continuous employment, with a notice period of seven days
- from the 7th month of continuous employment, with a notice period of one month at any time

Longer notice periods can be arranged separately in the temporary employment contract. Temporary employment contracts with a fixed term end without notice. Premature termination of the individual employment contract for good cause pursuant to Art. 337 OR as well as by mutual agreement remains reserved.

Data protection

The parties undertake to comply with the relevant provisions of the Data Protection Act at all times. Within the framework of the respective contract, the provider of personnel services is entitled to collect and process the data of the staff members, managing directors and other employees of the client, and to use and disclose it for all purposes connected with the fulfilment of the contract. This includes, in particular, the transmission of data abroad for the aforementioned purposes, as and when the need for this arises in order to fulfil the contract. In addition, the personnel service provider is expressly authorised to process data about the client in any form and to disclose it to any group companies or third parties abroad. Consent also includes use for marketing purposes. The client expressly declares that this consent is given; the personnel service provider may at any time request these declarations of consent from the client.

Jurisdiction

For disputes arising from this contractual relationship, the Adato registered office with which the client is in contact shall be the place of jurisdiction.