



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, with a minimum of 10 days' notice. If not, the planned service will be invoiced

c) Fixed term contracts cannot be terminated. The hours planned on the contract will be invoiced in the case of cancellation by the client.

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 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 employee 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. 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.

7. 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.

8. Competent jurisdiction

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

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