

## **General conditions for time-limited mission (less than 3 months)**

The customer acknowledges having read the general conditions for one-off assignments and declares that he wishes to register for the services of the company Priorité Enfants, route de Frontenex 62 – 1207 Genève.

This registration gives the client the right to access time-limited childcare services from the date of receipt by Priorité Enfants of the form "Application for recruitment of time-limited childcare - registration form for families" duly completed and signed.

The price of this registration is Frs. 90. -- + VAT

### **1. Fees of Priorité Enfants**

Fees for time-limited missions (more than one month)

- An inscription of Frs. 90.-, giving access to the participant to the childcare services of Priorité Enfants +
- Fees of Frs. 100 per childcare workweek, regardless of the frequency of its interventions.

### **2. Salary of the Nanny**

The staff presented to the family becomes his employee. As such, the client enters into an employment contract with his employee, which specifies the various terms of this relationship. In Geneva, he undertakes to comply with labor laws and in particular the standard contract in the field of domestic economy.

### **3. Termination**

In the event of non-compliance with the general conditions (non-payment of intervention costs or the remuneration of the person presented, other requested tasks not provided for in the mission...) the company reserves the right to unilaterally terminate the membership contract.

### **4. Selection**

The selection of candidates shall be undertaken by reference to the specific experience and capacities required to assume responsibility for childcare. A comprehensive dossier is prepared which includes full details regarding motivation as well as past references as well as an agreement to adhere to the agency's chart of behaviour. Furthermore, candidates are asked to furnish official certificates confirming their lack of police record, their credit rating and their medical status at the request of the principal.

The files of the candidates which are submitted remain the property of Priorité Enfants. They are to be treated confidentially and must be destroyed. Under no circumstances may they be submitted to third parties or be used directly or indirectly.

## **5. Working conditions**

When the client becomes the employer of the nanny and has, to this end, conformed to the current working legislation and in particular to the collective agreement on domestic economics. Whilst the Agency cannot assume responsibility for acts or omissions committed by the person recruited in the exercise of her duties in the employ of the client, the Agency undertakes to engage its best endeavours to ensure the diligent completion of the mandate.

## **6. Conditions of engagement**

The minimum duration of an intervention is 4 hours consecutives. Changes in the content of work of the nanny must be approved by the latter prior to starting work. Changes which occur after the nanny has started to work (essentially concerning the hours of work requested), will not affect the agreed remuneration of the nanny.

## **7. Obligation of the client**

The client further formally undertakes not to have subsequent independent recourse to any candidate who has been previously introduced by the Agency. Breach of this commitment shall render the Client liable for the totality of the agency fees foreseen by the General Conditions. If the client re-engages the worker presented by Priorité Enfants, the commission is due until the first 12 months of employment.

## **General conditions**

### **Agreement to search and select a nanny**

The general conditions are an integral part of the contract to mandate the company Priorité Enfants in the search, selection and presentation of personnel. They come into force upon submission of the completed recruitment request form and generally require the client's signature on the mandate contract. If this formality is omitted, the general conditions described are tacitly accepted.

The client (hereinafter the principal) acknowledges having read the general conditions for medium / long term assignments and declares to mandate the company Priorité Enfants (hereinafter, the agency), route de Frontenex 62 - 1207 Geneva to research, select and present to him the staff he wishes to find currently, according to the criteria described on the recruitment application form - form for families.

#### **Article 1: Object**

By the present, the Principal vests in the Agency the mission to seek, select and present suitable candidates corresponding to the staff requirements as outlined on the request form attached hereto.

#### **Article 2: Obligation of the Agency**

The Agency undertakes to exercise due diligence, devote its best endeavours and carry out all necessary steps to fulfill the present mission with the least possible delay.

The selection of candidates shall be undertaken by reference to the specific experience and capacities required to assume responsibility for childcare or domestic care. A comprehensive dossier is prepared which includes full details regarding motivation as well as past references as well as an agreement to adhere to the agency's chart of behaviour. Furthermore, candidates are asked to furnish official certificates confirming their lack of police record (local and national), their credit rating and their medical status at the request of the principal.

#### **Article 3: Duration of the Contract**

The present agreement is entered into for a period of three months and comes into effect on the day of signature. As soon as the Principal accepts a candidate proposed by the Agency, the mission entrusted to the Agency pursuant to this agreement shall be considered accomplished.

The agreement comes also to an end if the Principal identifies and appoints a suitable candidate on his own initiative. In this eventuality, the contract shall be deemed terminated by the Principal who no longer requires fulfillment of its terms.

#### **Article 4 : Commission**

The administration fees amount to Frs. 200.-- + VAT payable upon registration. These fees will be deducted from the final commission invoice if the principal hires a candidate from Priorité Enfants. The costs are not refundable in the event of termination of the contract.

The Commission payable to the Agency shall be equivalent to 10% of the gross annual salary of each employee introduced by Priorité Enfants and duly employed by the principal. Notwithstanding, if the above calculation produces an amount less than the minimum Commission of CHF 1,000. - then the latter sum shall be payable in lieu. In the event of a commitment of less than one year, the commission is calculated on a pro rata basis. If the Principal extends the contract, the commission is due for the first 12 months of employment.

The Commission is due the latest on the first day the successful candidate takes up her duties with the principal.

The Principal undertakes to keep the Agency notified regarding the engagement or otherwise of all candidates presented by the Agency within a lapse of 48 hours following the introduction.

The Principal further formally undertakes not to have subsequent independent recourse to any candidate who has been previously introduced by the Agency but whose candidacy was not in the first instance retained. Breach of this commitment shall render the Principal liable for the totality of search and selection fees and commission foreseen by the present agreement.

#### **Article 6: Responsibilities**

Once appointed, successful candidates become the employees of the Principal. Accordingly, the Principal draws up a contract of employment specifying the various terms and conditions which govern the relationship. He notably undertakes to respect the relevant legislation, including particularly the standard contract for domestic personnel.

Whilst the Agency cannot assume responsibility for acts or omissions committed by the person recruited in the exercise of her duties in the employ of the Principal, the Agency undertakes to engage its best endeavours to ensure the diligent completion of the mandate.

It is particularly stipulated that candidates are selected by reference to their qualifications for childcare or domestic care and should not be assigned (without their prior express agreement) to other duties which are inappropriate or incompatible with this profile.

The files of the candidates which are submitted remain the property of Priorité Enfants. They are to be treated confidentially and must be destroyed. Under no circumstances may they be submitted to third parties or be used directly or indirectly.

#### **Article 7: Guarantee**

Should the employment contract be terminated through no fault of the Principal within the first three months of employment, the Principal shall be entitled to request the Agency to seek a replacement candidate free of charge.

If the Agency fails to identify such a replacement, it undertakes to cede back 80% of fees for termination in the first working month, 50% for termination in the second month and 30% for termination in the third month.

### **Article 8: Applicable Law**

The present agreement is governed strictly and exclusively by the Swiss Code of Legal Obligations, and more specifically by Articles 394 and fol. These provisions govern all and any situation not expressly foreseen in the present agreement.

The Parties formally elect to submit any disputes flowing from the present agreement to the jurisdiction of the Courts of Geneva, Switzerland. In the event of conflict, the original French text of this contract is the official version and takes precedence over all and any translations thereof.