

General Terms and Conditions of the profawo Association

1. Membership agreement

profawo concludes a membership agreement with the company. This membership agreement is signed in duplicate by said company and profawo. The regional offices of profawo in Basel, Bern, Geneva, and Zurich are responsible for the provision of services (see point 4). The subjects of the company agreement are:

- the exact contact address of the company
- the start of the cooperation
- the name of the contact person
- the amount of the membership fee

2. Membership fee

The association year corresponds to the calendar year. Members joining during the association year shall pay a membership fee pro rata temporis from the beginning of the cooperation. This first fee is due at the beginning of the cooperation. The amount of the membership fee is calculated according to the number of employees of the company at the beginning of the respective association year. The amount and scale of membership fees are defined in the respective valid membership fee regulations approved by the General Assembly. In the event of termination or expulsion of a member with immediate effect (see clause 7), there shall be no claim for repayment of the membership fee or any part thereof.

3. Cooperation between profawo and the company

The company shall provide profawo with a single contact person, who is usually available during business hours, as well as a representative, to whom profawo can turn in the event of questions, any complaints or necessary meetings. The contact person or their representative legally represents the company in dealings with profawo. If the contact person (or the representative) changes in the course of time, the company is obliged to inform profawo of the name of this new contact person. profawo may assume that the contact person (and his/her deputy) has the necessary sole competences for all decisions that are likely to be made at meetings and association meetings. If additional expenses (e.g. renewed meetings, etc.) are incurred by profawo as a result of a lack of competence on the part of the contact person or his/her deputy, the company is obliged to reimburse profawo for these expenses.

4. Use of services of the associations

Members of the Association may use the services of the Association free of charge for themselves and their employees once they have paid the membership fees. The free services include:

- Individual counselling of member companies and their employees on issues relating to childcare outside the family
- Information about the current and broad range of childcare services available
- Establishment of new childcare places for the employees of the member companies
- Placement in Kids & Co day care centres
- Placement of nannies and emergency nannies
- Use of other profawo offers (e.g. holiday care offers)
- Individual counselling and sensibilisation of the member companies and their employees in questions concerning the topic of caring for elderly or handicapped family members
- Placement of caregivers and emergency caregivers for elderly or handicapped family members

5. Childcare costs

Effective childcare costs are paid by the parents concerned. Any cost contributions by the company towards the childcare costs are settled between the company and the parents. Member companies can reserve places for their employees' children on the basis of a separate kids & co agreement. The company guarantees the payment of the childcare costs by the parents within the framework of this separate agreement (deficit guarantee).

6. Liability

profawo is only liable in cases of gross neglect of duty. Furthermore, liability only extends to compensation for typical and foreseeable direct damage, but not to indirect damage such as loss of profit, wages, etc. profawo carries out all orders to the best of its professional knowledge. profawo is authorised to call in third parties to carry out orders. profawo is only liable for the correct selection, supervision and instruction of the third parties. Except in connection with childcare, no direct rights of claim arise between the parents and profawo.

7. Resignation and exclusion

Resignation from the association shall be in accordance with the current statutes.

If the General Terms and Conditions are not complied with even after two reminders, this may result in expulsion of a member with immediate effect. profawo reserves the right to adapt these Terms and Conditions to new conditions and requirements. The companies will be notified of the changes.

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