

General Terms and Conditions Freelancer Contract as per OR

1. Scope of these terms

These terms apply to all customers engaging our freelancers, subject to OR Art. 319, under PayrollPlus.

2. Agreements

PayrollPlus AG bills an assignment/contract for services. All modalities of the job, the fee and the clear objective, are negotiated directly between our worker and the customer. The customer and our worker are at liberty to determine if agreements are verbal or in writing.

We have concluded a commission contract as per OR 319 with our staff member, PayrollPlus thus deducts all statutory employee benefits for the staff member. (AHV = old-age and dependants insurance, KTG = collective daily sickness allowance, UVG = accident insurance, BVG = occupational benefit plan)

Any ostensible self-employment is excluded, as you are billed by PayrollPlus AG.

3. Managerial authority

PayrollPlus transfers managerial authority over the staff member to the customer for the length of service, analogue to labour leasing as per General Administrative Procedure Act (AVG).

4. Exclusion of liability

PayrollPlus AG assumes no liability for damages of any type caused by staff members and incurred by the client company or third parties. Staff members solely work as instructed by the client company, the company is therefore liable for all damages including to third parties (OR Art. 55 and Art. 101). In the event third parties assert claims against PayrollPlus AG or its staff members based on services provided by staff members, the company is obligated to fully release PayrollPlus AG or its staff members from these claims.

Agency staff (along the lines of labour leasing, temporary employment and contract work) is typically covered by company liability insurance. However, it is in your own interest to verify this. Any insurance coverage through PayrollPlus AG is excluded, as the managerial authority is transferred to you (labour leasing – contract work).

5. Labour law, working time directive and safety

The client company is liable for compliance with labour law regulations. This particularly applies to working time directives, worker occupational health and safety, as they fall under the managerial authority of the company.

6. Final provisions

The assignment/contract for services is subject to Swiss substantive law. The exclusive place of jurisdiction is Wollerau, SZ.