

## **General terms and conditions**

### **for the children's and family support services provided by the Swiss Red Cross in Basel-Town (SRK BS)**

#### **1. Scope of validity**

These terms and conditions regulate the rights and obligations on the part of the SRK BS and the parents who make use of the support services at their place of residence.

When they agree to the SRK BS providing a service, the parents accept these terms and conditions. The terms and conditions form an integral part of all requests and instructions relating to the services. They take precedence over the legal regulations governing a contractual relationship under the Swiss Law on Obligations OR 394 ff., unless otherwise agreed by the parties concerned.

The contractual relationship begins when agreement is reached on the service to be provided and ends when it is agreed to have been completed.

#### **2. Subject**

The SRK BS looks after children at home in their place of residence

- if they are ill or have had an accident and do not require any specialist care
- *if their usual carer is temporarily not available*
- if their parents are ill, have had an accident, are in hospital, convalescing or exhausted

The SRK BS also supports parents in finding appropriate care arrangements.

#### **3. Applying**

A care session must be applied for in person by telephone.

The SRK BS then decides within an appropriate period whether to accept the job. Applying does not give the caller any legally enforceable claim to a care session.

#### **4. Willingness to provide a service and availability**

The SRK BS generally guarantees to provide the service or appropriate clarification

- within four hours of receiving the call, in the case of a sick child
- within no more than two days of receiving the call in the case of a request for respite care.

## **5. Nature of the service**

The care is provided by a qualified carer who is suitable for the job, in accordance with SRK BS standards. The care may take the following forms:

- monitoring the condition of a sick child
- taking steps to aid the recovery of a child who is sick or has had an accident, in strict compliance with doctor's orders and in agreement with the parents
- preparing meals
- occupying the child according to its age
- providing guidance and active assistance with the home and daily routines
- providing information on questions of healthcare and prevention

The carer is obliged to remain with the child in their care until one parent has returned.

## **6. Emergencies**

If an emergency occurs, the carer will take the necessary steps and request the appropriate assistance and support as required. In the event of an accident, hospitalisation or a major deterioration in the patient's condition, they will notify the parents immediately.

## **7. Duty of confidentiality and data protection**

The carer will treat as confidential all information entrusted to him/her and any private and family secrets arising from the care relationship. This duty of confidentiality continues to apply after the completion of the service. It also applies to everyone working in this field. With regard to child and youth protection, the relevant canton regulations apply.

The carer undertakes not to pass on to third parties any personal data or other data to which he or she has access in the course of their work.

## **8. Duties of parents / guardians**

The parents will give the service provider and carer all the information that is needed for providing the care or support. In particular they will give information about

- the state of the illness
- the taking of medication
- specific dietary habits and food preparation requirements
- address of the family doctor or the doctors providing treatment

The parents will leave their telephone number or that of someone trusted by the family.

They will keep to the time agreed with the carer for their return. If they are unable to return on time, they must inform the carer directly.

They undertake to pay the agreed fee.

## 9. Payment

Payment is income-based, at rates set by the SRK BS, as follows:

### 9.1. Caring for sick children

Category	Income	Rate
1	< Fr. 3500.00	Fr. 10.00 per day
2	< Fr. 5000.00	Fr. 20.00 per day
3	< Fr. 7000.00	Fr. 50.00 per day
4	< Fr. 10000.00	Fr. 21.00 per hour
5	> Fr. 10000.00	Fr. 35.00 per hour

The calculation is based on gross monthly household income.

Once a session has been applied for and arranged, the agreement is binding. A charge of Fr. 25.00 will be made for any cancellation.

### 9.2. Family support service

Category	Income	Rate	
1	< Fr. 3500.00	Fr. 30.00 up to 4 hrs	Fr. 60.00 over 4 hrs
2	< Fr. 5000.00	Fr. 40.00 up to 4 hrs	Fr. 80.00 over 4 hrs
3	< Fr. 7000.00	Fr. 50.00 up to 4 hrs	Fr. 100.00 over 4 hrs
4	< Fr. 10000.00	Fr. 21.00 per hour	
5	> Fr. 10000.00	Fr. 35.00 per hour	
Institutions	>>>>	Fr. 35.00 per hour	

The calculation is based on gross monthly household income.

Once a session has been applied for and arranged, the agreement is binding. A charge of Fr. 25.00 will be made for any cancellation.

## 10. Terms of payment

A bill will be sent for the total sum following completion of the session. The bill should generally be paid within 30 days of issue.

## 11. Liability

The SRK BS is liable for ensuring that the agreed service is provided with due care. It is not liable for any damage caused as a result of inadequate or insufficient information provided by the parents or the child being cared for.

## 12. Place of jurisdiction

The contract between the parents and the SRK BS, including the question of the commencement and validity of the contract, is governed exclusively by Swiss law.

The sole place of jurisdiction for any disputes is Basel-Town.