



General Terms and Conditions of Business

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For reasons of readability, the customer, employees, etc., are sometimes referred to below using only female linguistic forms. This female form is understood to include the corresponding male form in its scope.

SPITEX Allschwil Binningen Schönenbuch is hereinafter abbreviated to SPITEX ABS.

1. Basic information

The contractual relationship between SPITEX ABS and its customer is determined

1. by the individual catalogue of services that is agreed on the basis of a needs assessment (housekeeping and care) or a clarifying discussion (daycare facility, package offers, etc.), as well as by
2. the General Terms and Conditions of Business.

Insofar as the individual service agreement and/or the General Terms and Conditions of Business do not provide for any special regulation, the provisions of the Swiss Code of Obligations with respect to orders apply (Art. 394 ff. of the Swiss Code of Obligations (OR)).

2. Objectives

As part of its range of services, SPITEX ABS supports the customer with nursing, household or care services, insofar as the customer is dependent on third-party help and this cannot be provided by their relatives or social environment. The support is based on the principle of helping people to help themselves.

3. Services

The scope of the services is determined individually and recorded in the customer documentation.

3.1 Clarification of the scope of services

3.1.1 *For subsidised services at home*

In an on-site discussion, the overall situation as well as the individual care, support and housekeeping needs are comprehensively clarified together with the customer and/or their relatives, and the necessary measures are jointly planned. This discussion is repeated periodically, and the scope of services is adjusted if necessary.

3.1.2 *For the daycare facility*

In a conversation with the customer and/or the relatives, the offerings of the daycare facility are explained, the visiting days are agreed, and the services to be provided are recorded in the customer documentation.

3.1.3 *For additional services*

Additional services in the areas of housekeeping, care and package offers can be ordered by the customer directly from SPITEX ABS. These are listed separately during invoicing.

3.2 Service agreement

The scope of services is stipulated in the customer documentation. If the scope of services is changed, the documentation will be adjusted accordingly. The additional services are also regulated in the customer documentation. They are shown separately in the respective invoice.

3.3 Customer documentation

3.3.1 For subsidised services at home

In addition to the agreed scope of services, the customer's health situation, including ongoing changes, and all nursing, care, household or other measures, including medical prescriptions, are recorded in the customer documentation. The customer documentation remains the property of SPITEX ABS, but is updated at the place of use. The customer can inspect it.

3.3.2 For the daycare facility

The agreed scope of services and the customer's health situation are recorded in the customer documentation, and ongoing changes are recorded there. The customer documentation remains the property of SPITEX ABS and is kept in the daycare facility. The customer can inspect it.

3.4 Spitex person, appointment cancellations

3.1.1 For subsidised services at home

Subsidised services at home include «Care-Services under the Health Care Benefits Ordinance (KLV)» and «Housekeeping Basic». Female and male specialists are used. Spitex ABS is a training company. Our students and learners are frequently on the road with their vocational trainers, which means there can also be assignments with two members of staff.

The customer is not entitled to a specific employee; the employee can always change. As a rule, the customer should be present during the Spitex assignment. Assignments that the customer does not cancel at least 12 hours in advance will be charged to the customer in accordance with our list of rates. In the event of an emergency admission to hospital or in the event of death, there will be no charge.

3.4.2 For the daycare facility

In the event that the customer cancels and does not inform us of this at least 12 hours in advance, or if she does not show up on the day of the visit, a reservation fee will be charged. In the event of an emergency admission to hospital or in the event of death, there will be no charge.

3.4.3 Housekeeping Plus, Care And Support Services

In the event of a planned assignment of «Housekeeping Plus» or «Care And Support Services», the assignment must be cancelled at least 48 hours in advance, otherwise the assignment will be charged according to the list of rates. In the event of an emergency admission to hospital or in the event of death, there will be no charge.

3.5 Cooperation on the part of the customer, provision of materials

3.5.1 Workplace requirements and health protection

The customer and employee shall treat each other with dignity and respect.

The customer shall ensure a safe workplace and shall avoid any interferences, such as those that may arise due to tobacco smoke or aggressive pets.

She shall make the necessary adjustments to the home furnishings so that the assignment can be carried out safely and, on request, shall provide the necessary aids, such as a care bed, lifting devices and transfer aids, and non-slip underlays.

3.5.2 Image and sound recordings

In order to protect the employee's personal rights, the customer is prohibited from filming, photographing or making sound recordings during the visit. If this rule is not observed, the employee will terminate the visit. The terminated visit will be charged. The right to initiate criminal proceedings remains reserved, as does the right of Spitex ABS to terminate the contractual relationship without notice.

3.5.3 Care materials

The customer consents to the use of the usual materials for basic and therapeutic care. These materials are supplied by Spitex ABS and stored at the customer's premises.

Depending on the situation, the costs of the materials shall be borne by Spitex ABS or the customer.

3.5.4 Cleaning materials

The customer consents to the use of the usual materials for housekeeping. These materials are provided by the customer and stored at their premises.

The costs of the materials shall be borne by the customer. If the customer is unable to provide the materials herself, she can obtain them from SPITEX ABS.

3.6 Entering the residence, key to the residence

3.6.1 Key to the residence

If necessary, the customer shall hand over a sufficient number of house/apartment keys to SPITEX ABS or shall securely deposit the house/apartment key, e.g., in a key safe.

The handover of any keys must be confirmed in writing. SPITEX ABS is responsible for the careful storage of the keys. If the key is deposited by the customer, the customer is solely responsible for the safe storage of the key.

3.6.2 Entering the residence

The employee is entitled to enter the apartment/house on the agreed date and, if necessary, to open it with the key once it has not been opened after a single ring.

3.6.3 Violent opening of the apartment/front door

If the employee does not have a key but finds the apartment/front door unexpectedly locked during an assignment and there is a suspicion that something could have happened to the customer, the employee will first inform the relatives or contact persons so that they can open the residence.

If the relatives or the contact person cannot be reached, SPITEX ABS is entitled to have the apartment/front door opened by the police and professionals. The costs of opening the door and of the time expended by the Spitex employee shall be borne by the customer.

4. Service limits

SPITEX ABS shall openly inform the customer if the care at home or stay in the daycare facility can no longer be managed, if an imminent risk to health becomes apparent, or if admission to an inpatient care facility becomes necessary. SPITEX ABS shall help to find sensible solutions.

If customers endanger themselves or their environment, SPITEX ABS will inform the relatives and the family doctor. In severe cases (squalor, aggressive and conspicuous behaviour, severe neglect), a report may also be made to the child and adult protection authorities (KESB). The customer will, in any case, be informed in advance of such a report.

In emergency situations, the employees of SPITEX ABS shall provide first aid within the framework of legal obligations.

5. Rates and invoicing

5.1 Principle

All services of SPITEX ABS shall be compensated by the customer in accordance with the applicable rate, in each case. The customer will be informed of the applicable rates.

5.2 Invoicing

The basis for invoicing is SPITEX ABS's record of services. Any complaints must be addressed to SPITEX ABS within 10 days of receipt of the invoice. Thereafter, the invoice shall be deemed accepted.

Invoicing shall be based on the specifications of the health insurers. Additional services that do not constitute standard insurance benefits under mandatory health insurance will be shown separately on the invoice.

The customer can claim benefits under mandatory health insurance that are not billed directly to the health insurers from her health insurance provider.

5.3 Obligation of health insurers to pay benefits

5.3.1 Obligation of the health insurer to pay benefits

The customer is aware that not all costs of SPITEX will be reimbursed by the health insurance provider, but may be partially or fully borne by the customer.

5.4 Payment/due date

The invoices of SPITEX ABS must be paid within 30 days, regardless of whether an obligation to perform exists on the part of a third party (e.g., health insurer, supplementary services).

6. End of the order, termination

6.1 Ordinary end to the order/termination

6.1.1 Ordinary end to the order

The order ends automatically at the end of the agreed contract period or if the customer is admitted to an inpatient care facility or dies.

6.1.2 Termination¹

In addition, the contract may be terminated at any time by either party to the contract subject to a notice period of 2 days.

Spitex package offers are, in any case, subject to a 5-day notice period.

6.2 Termination without notice by SPITEX ABS

SPITEX ABS may refuse to provide its services and immediately terminate the contract for cause, in particular:

- in the event of non-payment of invoices despite two reminders;
- in the event of a care situation that is no longer reasonable for the employee, in particular, for professional and medical reasons, or in the event of a health hazard to the employee, for instance:
 - as a result of back-relieving aids not being procured
 - as a result of attacking pets
 - in the event of threats of violence
 - in the event of assault or sexual assault
- if the customer refuses necessary care or medical measures;
- if inappropriate technical interference by relatives or other caregivers significantly impedes the fulfilment of the order;
- in the event of repeated crude verbal abuse
- if the customer violates the employee's personal rights through image and sound recordings

¹ Although the order may be terminated by either party at any time by issuing notice of termination, such termination shall be deemed to have occurred in an untimely manner unless a notice period of 2 days is observed for care services or services of the day care facility and a notice period of 5 days is observed for other package offers. In this case, compensation for damages shall be due, which, in the event of termination by the customer, shall be presumed to correspond to the fee that would be owed for this period.

7. Confidentiality obligation and data protection

7.1 Processing and disclosure of data

The customer authorises SPITEX ABS to process the personal data that arises as a result of transacting the order and to pass it on to the hospitals, doctors, care institutions, social insurers and health insurers involved, but also to the municipality of residence, insofar as this appears to be objectively or legally necessary.

7.2 Exemption of third parties from the obligation to maintain confidentiality

The customer authorises SPITEX ABS to obtain information from hospitals, doctors, therapists, care institutions, social insurers and private insurers and hereby expressly exempts these persons from maintaining their duty of confidentiality.

7.3 Right of inspection

The customer has the right to request information about the processing of her data.

7.4 Image and sound recordings

On the prohibition of image and sound recordings, see section 3.5.2.

8. Liability

SPITEX ABS is liable for damage to the residential furniture that has been caused by its employees either intentionally or through gross negligence and that is not due to age-related material fatigue or wear and tear. The scope of liability is based on the fair value of the damaged item; the repair costs shall be reimbursed, insofar as they do not exceed the fair value. Any further liability, for example, for physical damage due to accidents in the public or private domain that was not caused by employees, is excluded.

9. Conflict resolution

SPITEX ABS has a system for receiving and processing complaints.

All SPITEX ABS employees are obliged to receive complaints from customers and relatives and forward them to the responsible body. If the complaint cannot be resolved to the satisfaction of both parties, the following procedure will be used:

1. Both parties will address the responsible IdT head of department.
2. If no agreement is reached, both parties will address the company management of SPITEX ABS.

10. Place of jurisdiction

The exclusive place of jurisdiction for all legal disputes arising from the contract between SPITEX ABS and the customer is Allschwil.