

General Terms and Conditions (GTC) company* memberships

Benefactors' Association of the Swiss Paraplegic Foundation

1. Basis

These General Terms and Conditions (GTC) govern the company memberships. The company uses an individual or collective membership with the Benefactors' Association of the Swiss Paraplegic Foundation (called Benefactors' Association below) for the benefit of its employees.

Only the employees as natural persons can become members of the Benefactors' Association but the company assumes the costs of the membership. The company membership is personal and non-transferable.

The General Membership Terms (GMT) of the Benefactors' Association of the Swiss Paraplegic Foundation applies for the membership of the employees receiving the benefit.

2. Membership categories

The company decides on which membership category according to Art. 1 and Art. 2 of the General Membership Terms (GMT) of the Benefactors' Association of the Swiss Paraplegic Foundation it applies to benefit its employees.

3. Membership fee

The membership fee is based on Art. 2 of the General Membership Terms (GMT) of the Benefactors' Association of the Swiss Paraplegic Foundation.

4. Duration of a company membership

4.1 Start of the company membership

The company membership commences on the date on which the membership fees are transferred to the account of the Benefactors' Association. Membership payments from 1 January to 31 August shall apply to the current Association year. Membership payments from 1 September to 31 December apply from the date on which the payment is transferred until 31 December of the next Association year. The Association year is identical to the calendar year and lasts from 1 January until 31 December.

4.2 End of the company membership

Company membership will expire if it is not extended or if the company is excluded. If extension of a company membership is not desired, written notification or an email is required by the end of the calendar year. Members may be excluded from the Benefactors' Association if they fail to pay the membership fee or for other good cause, in particular acting contrary to the interests of the Benefactors' Association or of the Swiss Paraplegic Foundation. The final decision lies with the Board of the Benefactors' Association. It is not required to provide grounds for its decision. The membership fee for the current Association year shall always be due, even in the event of resignation or exclusion. In the event of termination of the membership as of 31 December of the Association year, the membership fee will not be refunded, even in part.

The company membership for employees expires if they leave the company and according to Art. 5 of the General Membership Terms (GMT) of the Benefactors' Association of the Swiss Paraplegic Foundation (resignation, death or exclusion).

5. Administration

5.1 Invoicing

5.1.1 New company memberships

The company registers its employees for company membership with the Benefactors' Association. An invoice is drawn up based on the registration including details of all personal data (see section 6.2.1). The memberships of the employees are valid after payment has been received (for duration of membership see section 4).

5.1.2 Renewing company memberships

The Benefactors' Association issues an invoice once a year. The invoice is issued between September and December for the following year. The invoice is drawn up based on the registered employees (according to section 6.2.1). After payment of the invoice, the registered employees will receive a valid company membership of the Benefactors' Association (for duration of membership see section 4).

5.2 Company entries and exits, changes in marital status

The company can choose between two variants:

Variant 1: The company reports all entries and exits as well as changes in their employees during the year. There will be no refund for employees leaving the company. A follow-up invoice will be drawn up for registrations of new employees joining the company. After payment of the membership fee has been received, the new company memberships will be legally valid and applicable from this point (see section 4).

Variant 2: No new registrations or changes during the year. The company informs the employees that membership will only be granted from the following calendar year after they join the company.

5.3 Employees are already members of the Benefactors' Association

If employees already have a valid membership, this is continued until the corresponding Association year (=calendar year) has expired and the benefit through the company will only be implemented in the following Association year. There are no exemption clauses. No payments will be made by the company during the current year, nor will any pro rata refund or refund of the entire membership fee be made to the employees.

5.4 Sending member card

The company can choose between two variants:

Variant 1: The member cards will be sent directly to the private addresses of the employees after payment has been received. A person sheet to add other persons included in the membership is enclosed with the card (see also section 6.2.1).

Variant 2: The member cards of all employees as well as a person sheet for adding other persons included in the membership will be sent to the company after payment has been received, to be distributed to the employees.

5.5 Processing former company beneficiary members

Former persons who benefited through the company (retired from the company or the company no longer pays the annual fee) will still be managed by the Benefactors' Association and will receive an offer for a private membership.

6. Rights and obligations

6.1 Member

The General Membership Terms (GMT) of the Benefactors' Association of the Swiss Paraplegic Foundation, which the members will receive with the member card, apply for the rights and obligations of a membership.

Employees can exercise their voting rights at the Membership Meeting. Delegation of voting rights to the company is excluded.

6.2 Company

6.2.1 Obligation to report personal details

In order to ensure that the business of the Association can be conducted properly, for unique identification of company members and to establish the rights associated with the company membership, the full details of all employees benefited by the company are required. This involves, in particular, details of the last name, first name, address, residence, postcode, date of birth of all people included in the membership. The company therefore commits to provide the relevant details to the Benefactors' Association and to report any changes.

6.2.2 Data protection and privacy

The company is responsible for ensuring that (a) the data on the employees submitted for processing to the Benefactors' Association (see Art. 6.2.1) has been procured in accordance with the applicable data protection regulations and that (b) the disclosure of the data to the Benefactors' Association is legitimate. In addition, the company commits to implement appropriate technical and organisational safety measures according to Art. 8 of the Federal Act on Data Protection (FADP) in its area of responsibility.

7. Applicable law and place of jurisdiction

The GTC are subject to Swiss law. The place of jurisdiction is the registered office of the Benefactors' Association (in Nottwil, Switzerland).

Nottwil, 10 December 2024

*The term "company" is not used in a legal or technical sense here, but as a synonym for corporations (individual businesses and companies) and associations.