



General terms and conditions for personnel

1. General

The following conditions apply to all rights and obligations of the parties arising from the rental contract. Deviations from them are only valid if they have been agreed upon in writing between the contracting parties. The loan contract is subject to Swiss law.

2. Personnel

BRC provides temporary personnel to the companies for a limited period of time. With regard to the qualification and suitability of the employees, BRC endeavours to place personnel with the appropriate skills for the respective assignment. Should an employee nevertheless fail to meet the expectations, he or she can be turned back to BRC within half a working day with the corresponding reasons.

3. Duration of the temporary deployment

The duration of the assignment will be agreed in writing with the assignment company. In the case of permanent assignments, the operating company must notify BRC in writing at least 3 working days before the end of the assignment.

Should the employee not be able to start work as agreed (illness, accident, family events etc.) BRC will replace the employee if possible. However, BRC is not obliged to do anything further.

4. Salary and fringe benefits

The hired personnel is paid by the hirer in accordance with the individual and collective labour agreements.

The salaries charged to the employing company contain the following compensation: Gross salary, holidays, 13 paycheck, legal social insurance (industrial and non-occupational accident insurance, AHV/IV/EO, BVG).

Partial working days are calculated as a whole. (working time / operation). The amount of bonuses for overtime, night and Sunday work, compensation for travel time as well as costs for other expenses are based on the statutory and collective employment contract provisions (e.g. Landesmantelvertrag). Overtime and working hours shall be listed separately in the report book and shall be reimbursed by BRC to the hired personnel together with the other expenses mentioned in Art. 4.

5. „Landesmantelvertrag“

If the personnel of the rental company are subject to the „Landesmantelvertrag“ or a local collective agreement or another collective agreement such as the foreman's agreement, the employing company undertakes to fully comply with the provisions of the collective agreement, to tolerate the supervisory activities of the executive bodies of the relevant collective agreement and in particular to refrain from calling in an independent supervisory body pursuant to Art. 6 AVEG.

6. Authority to issue instructions, occupational safety, accident prevention

The hirer shall delegate to the operating company all essential authority from the existing employment relationship with regard to the hired personnel. Within the scope of the authority to issue instructions transferred to it, the operating company shall in particular take into account the regulations on work safety and accident prevention.

7. Liability for damages

The employing company undertakes to take out business liability insurance for damage caused by the hired personnel or to include the hired personnel in an existing business liability insurance policy.

The personnel hired out by BRC is not employed on the basis of a contract for work and services or an order, but on the basis of this contract. Accordingly, BRC is not liable to the employing company, in particular not for any work results of the hired personnel (Art. 321a OR) or for claims for damages arising from Art. 41 et seq. and 321e OR.
(Also on machines rented from BRC)

8. Employment of temporary staff

The employing company undertakes not to employ borrowed personnel for at least 1 year after the last assignment. 6 monthly salaries are agreed as a contractual penalty.

9. Terms of payment

Invoices are issued monthly. The invoice amount is due for payment within 10 days net.

Complaints must be submitted to BRC within five days of receipt of the invoice.

10. For both parties the place of performance is the domicile of the lessor.

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