

## Scala affiliation agreement

### between self-employed individuals and the GastroSocial Pension Fund

Employer: \_\_\_\_\_ **Company no. (UID):**

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Partnership entered or not entered in commercial register (simple partnership, general partnership, limited partnership, community of heirs, e.g. Sample & Co., Example + Sample, Sample + Partner etc.)

Business/Trading name: \_\_\_\_\_ **Settlement number:**

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If an employer operates several businesses, a separate affiliation agreement must be concluded for each one.

Street, Number: \_\_\_\_\_

Postcode, Town: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

1 Do you have additional business establishments?  Yes  No

2 Did the persons to be insured experience any incapacity for work in the period between the company affiliation date and the signing of this affiliation agreement?  Yes  No

3 The individuals listed below request affiliation of the aforementioned business with the GastroSocial Pension Fund from: 

Day		Month				Year			

Desired pension plan:  Scala Basis Basic insurance pursuant to the BVG  
 Scala Top Insures higher salaries  
 Scala Plus Insures higher salaries and benefits  
 Integral Supplement to the aforementioned plans: Insurance of the total gross salary subject to social security contributions (AHV), without any coordination deduction

How do you wish to submit the salary notification to the GastroSocial Pension Fund?

- monthly  
 quarterly  
 annually

In the absence of a response, we will assume this to be quarterly.

The contributions are charged retroactively, either monthly, quarterly or annually, depending on the cycle chosen above. If no option is chosen, the contributions will be payable quarterly. Contributions must be paid within 30 days of the invoice date. In the event of late payment, a reminder fee plus interest on arrears will become payable according to Art. 18.3.1 and Art. 18.3.4 of the Regulations.

4 The persons to be insured (only persons who are registered as self-employed individuals with an AHV compensation office):

Surname, First name: \_\_\_\_\_ **Social security (AHV) number:**

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Surname, First name: \_\_\_\_\_ **Social security (AHV) number:**

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- 5 Self-employed individuals must complete the health questionnaire.
- 6 This agreement enters into force as soon as written confirmation of affiliation is received from the GastroSocial Pension Fund.
- 7 **The Regulations and the Pension Plan form an integral part of this affiliation agreement.** All subsequent changes to the Regulations also apply to the self-employed individuals.

The self-employed person undertakes to provide the GastroSocial Pension Fund and its auditors with all data required for the proper management of the insurance.

- 8 This affiliation agreement remains valid for at least 3 years from the end of the current year. It will be automatically renewed for 1 year at a time unless it is terminated by the employer or the GastroSocial Pension Fund 6 months before the end of its term. A possibility of an extraordinary termination is reserved as referring to in Art. 2.3.2 and Art. 18.3 of the regulations. On termination of the agreement all pension recipients will be transferred to the new Pension Fund. The provisions of art. 53e par. 4bis BVG apply.

The right to extraordinary termination due to material changes to the Regulations and/or the Pension Plan (Art. 53f BVG) is reserved.

If the termination of the affiliation agreement leads to a partial liquidation, the provisions on partial liquidation as set out in the regulations on partial liquidation shall also apply.

- 9 If the company of the self-employed individual is also insured with the GastroSocial Compensation Fund for the specified business, the employer herewith authorises the GastroSocial Pension Fund to deduct outstanding claims from any credit balance with the GastroSocial Compensation Fund. It also authorises the GastroSocial Compensation Fund and the GastroSocial Pension Fund to exchange data regarding the company and insured employees where this data are relevant for determining the contributions and providing benefits.
- 10 This affiliation agreement is only valid if the company of the self-employed individual(s) is also affiliated with the GastroSocial Pension Fund. If the agreement between the business establishment of the self-employed individual(s) and the GastroSocial Pension Fund is terminated, the validity of this affiliation agreement will end on the same date.
- 11 The employer confirms that the contributions owed are calculated on the basis of the salary notifications submitted in writing or electronically and the contribution rates for the chosen pension plan.
- 12 I/We confirm that I/we have answered questions 1 and 2 truthfully, have taken note of sections 4 to 12, and agree to the procedure as set out in section 9. If false information is given in response to question 2, the GastroSocial Pension Fund can retroactively withdraw from the affiliation agreement within 3 months of finding out about this. The self-employed individuals authorises GastroSocial to obtain all the information necessary for the transfer of the contract and pertinent to the benefit cases from the previous Pension Fund.

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**Place and date**


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**Stamp of the employer and legally valid signature**



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**Agent and company (if available)**


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**GastroSocial Pension Fund**