I. Principles

An association within the meaning of Article 60 et seq. ZGB (Swiss Code Of Civil Procedure), with its registered office in Nottwil, exists under the name Benefactors’ Association of the Swiss Paraplegic Foundation, (Art. 1 of the constitution)

The purpose of the association is to promote the efforts undertaken by the Swiss Paraplegic Foundation (hereinafter referred to as SPF) to help people with spinal paralysis, in particular also by providing financial means to the association members who suffer spinal paralysis as a result of an accident. (Art. 2 of the constitution)

The present Terms and Conditions of Membership were issued by the Board pursuant to Article 20(2) of the association’s constitution in the version of 20 April 2011.

II. Membership

Art. 1. Membership types and categories

1.1 Active memberships:
Active memberships may only be entered into by individuals and are furnished with all the rights and duties. The following types of active memberships exist:

- Individual membership: Annual membership for people who are unmarried or who do not live in a registered partnership, without children of their own or who are adopted
- Married couple’s membership: Annual membership for married couples or registered partners living at the same address, without children of their own or who are adopted
- Single parent (small-family) membership: Annual membership for single parents with children of their own or who are adopted living at the same address (up to 31 December of the year in which a child turns 18)
- Family membership: Annual membership for married couples or registered partners, with children of their own or who are adopted living at the same address (up to 31 December of the year in which a child turns 18)
- Permanent membership: lifelong membership for individuals, personal and non-transferable

All the aforementioned memberships are also available as gift memberships which are paid for by a third party.

* Children of their own or adopted children who require care due to a disability can also remain part of the family or small-family membership following their 18th birthday.

1.2 Passive memberships
Passive memberships may be entered into by legal entities and partnerships which wish to support the interests of people with spinal paralysis by making regular contributions. Therefore, passive memberships are furnished with the full range of duties, but only to the extent to which a child turns 18.

Single parent (small-family) membership: Annual membership for single parents with children of their own or who are adopted living at the same address (up to 31 December of the year in which a child turns 18)

Passive memberships which are paid for by a third party.

The members shall authorize the BA to obtain and process the necessary data pertaining to membership (see Art. 12 T&Cs). The members shall authorize the BA to obtain and process the necessary data pertaining to membership (see Art. 12 T&Cs).

Art. 2. Member contribution

The following member contributions apply in accordance with a resolution adopted by the Members’ Assembly:

2.1 Active memberships

- Individual membership: CHF 45 p.a.
- Married couple’s membership: CHF 90 p.a.
- Family membership: CHF 90 p.a.
- Single parent (small-family) membership: one-off payment of CHF 1,000

2.2 Passive memberships

Legal entities and partnerships: CHF 450 p.a.

Art. 3. Obtaining membership

Prospective members can join the association by registering or by paying the member contribution. Membership becomes legally valid when the member contribution is paid into the BA’s account. The Board reserves the right to decline acceptance as a member of the association without having to indicate any reasons.

Art. 4. Commencement and term of the membership

The membership commences on the date on which the member contribution is transferred into the BA’s account. Membership payments are due by 31 August of the current financial year. Membership payments from 1 September to 31 December shall apply from the date on which the transfer is made until 31 December of the next financial year. The financial year reflects the calendar year and runs from 1 January to 31 December.

Art. 5. End of membership

Membership shall expire as a result of withdrawal, death, or exclusion. Members may leave the association by submitting written notice effective from the end of the financial year. Members may also be excluded from the association with effect from the end of the financial year if they fail to pay the member contribution or for other important reasons, in particular acting in breach of the interests of the association or of the SPF. The Board shall have the final say on this. It is not required to provide grounds for its decision. The loss of membership shall not be subject to appeal on any grounds, not even if the member was excluded in event, whether the member is choosing to withdraw or is excluded – the transfer is made – even on a pro rata basis – if membership is ended with effect from 31 December of the financial year.

Art. 6. Validity of the membership

The membership shall apply worldwide. All rights in connection with the membership may be asserted worldwide. Should membership be suspended for any reason, the member shall only have a single vote. Voting rights may only be exercised in person and are not transferable.

Art. 7. Right to vote at the Members’ Assembly

The member shall have a single vote. The legal entity or partnership shall have a single vote. Individual membership for people who are married or who do not live in a registered partnership and who have the capacity to act (i.e. who are of legal age and able to make rational judgements) and whose membership rights have not expired shall be entitled to exercise voting rights. Passive memberships shall not hold voting rights. People with more than one membership shall only have a single vote. Voting rights may only be exercised in person and are not transferable.

Art. 8. Attending the Members’ Assembly

All members are entitled to attend the members’ assembly, which enables the membership to make rational judgements) and whose membership credits to be checked, is required by no later than the date of the assembly, for organisational reasons.

Art. 9. Benefactor benefit

9.1 Requirements for receiving benefactor benefit

The BA is an association that promotes the work of the Swiss Paraplegic Foundation (hereinafter referred to as SPF), to help people with spinal paralysis resulting from an accident and which is confirmed by a doctor (see Art. 2 of the constitution). The BA shall pay them a one-off benefactor benefit of 250,000 francs (see last paragraph of No. 9.3, different provision with regard to permanent memberships). The claim for payment of benefactor benefit must be submitted in writing to the BA.

9.2 Beneficiaries

Benefactor benefit is paid to all members with an active membership (personal, married couple, small family, permanent member) whose membership contributions are due up to date at the time of the accident. Benefactor benefit is only paid once to people who are linked to the association in the event of spinal paralysis resulting from an accident.

Benefactor benefit is paid exclusively to the member affected. If an accident eventually results in the death of a benefactor before a decision is taken on payment of benefactor benefit, no payment shall be made to the surviving members of their family, even if one or more part payments had been made in the period between the decision and the accident. Benefactor benefit is only paid once to people who are linked to the association in the event of spinal paralysis resulting from an accident.

In cases where an existing paraplegic has an accident resulting in tetraplegia but has not yet received benefactor benefit, the Board shall base its decision on how much benefactor benefit to pay on the recommendation of the BA’s medical examiner and in accordance with the degree of additional functional impairment sustained as a result of the tetraplegia.

Art. 10. Payment of the member contribution

In order to perform its objectives to support people with spinal paralysis, the association shall members paying their contributions. Therefore, members undertake to pay their contributions on time. The contribution for renewing membership for the year following the year of membership shall be due by 31 December. If the member contribution is not paid on time, all the people who are covered by the membership shall lose all their membership rights by 31 March of the financial year at the latest.

Art. 11. Duty to provide personal data

The association requires complete data for all the people included in the membership in order to process its transactions properly, to identify members clearly and to determine the rights associated with the member. Therefore, members paying their contributions. Therefore, members undertake to pay their contributions on time. The contribution for renewing membership for the year following the year of membership shall be due by 31 December. If the member contribution is not paid on time, all the people who are covered by the membership shall lose all their membership rights by 31 March of the financial year at the latest.

Art. 12. Protection of personal details and privacy

The association shall not process the necessary data pertaining to membership (see Art. 12 T&Cs). The member-related data for all the people who are covered by the membership shall be saved by the BA and may be used by the BA or the SPF for their promotional purposes, either through sale or exchange.

Art. 13. Applicable law and place of jurisdiction

The T&Cs are governed by Swiss law.