

EA Licence Conditions for Comprehensive Licence

Applicability of Conditions

Unless otherwise stated, this set of EA Licence Conditions apply to all categories of Comprehensive Licences, namely —

- (a) Comprehensive Licence (All);
- (b) Comprehensive Licence (Non-Foreign Domestic Worker); and
- (c) Comprehensive Licence (Local).

“Comprehensive Licence (All)” refers to a licence that covers work or activity for or in connection with the employment of all job seekers or the placing of a person in a job, regardless of nationality.

“Comprehensive Licence (Non-Foreign Domestic Worker)” refers to a licence that covers work or activity for or in connection with the employment of all job seekers or the placing of a person in a job, regardless of nationality, with the exception of foreign domestic workers.

“Comprehensive Licence (Local)” refers to a licence that covers work or activity for or in connection with the employment of only Singaporean or Singapore Permanent Resident job seekers or the placing of only Singaporeans or Singapore Permanent Residents in a job.

Definition

A. In this set of EA Licence Conditions, unless the context otherwise requires —

“Applicant” means any person who engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Commissioner” means the Commissioner for Employment Agencies appointed under section 3(1) of Employment Agencies Act (Cap 92);

“Controller of Work Passes” means the Controller of Work Passes, Deputy Controllers of Work Passes, and Assistant Controllers of Work Passes appointed under section 3 of the Employment of Foreign Manpower Act (Cap 91A);

“Controller of Immigration” means the Controller of Immigration appointed under section 3 of Immigration Act (Cap 133);

“EA alerts” refer to announcements, guidelines and instructions, periodically published and disseminated by the Commissioner to all employment agencies, their key appointment holders and employment agency personnel, relating to the proper operation and expectations placed on all employment agencies licenced under the Employment Agencies Act (Cap 92);

“Employer” means any person who engages the services of another person under a contract of service, and includes —

- (a) for the purposes of an application for a work pass, any person who has the intention or purports to have the intention to employ a foreign employee; or

(b) in a case where a foreign employee has or had a valid work pass, any person specified in the work pass as the employer of the foreign employee;

“Employment agency personnel” has the same meaning as in the Employment Agencies Act (Cap 92);

“Foreign domestic worker” means any foreigner whose occupation stated in the application for a work permit is “domestic worker”;

“Foreign employee” has the same meaning as in the Employment of Foreign Manpower Act (Cap 91A);

“Foreigner” means any person who is not a citizen or permanent resident of Singapore;

“Immigration officer” means any person appointed under section 3 of Immigration Act (Cap 133);

“Key appointment holder” has the same meaning as in the Employment Agencies Act (Cap 92);

“Rules” means the Employment Agencies Rules 2011.

General

1. (a) All categories of Comprehensive Licence shall not cover any work or activity for or in connection with placing a foreigner in a training program, or obtaining a training employment pass or a training work permit for the foreigner.

(b) Comprehensive Licence (Local) shall not cover any work or activity for or in connection with the employment of one or more foreigners in any capacity.

(c) Comprehensive Licence (Non-Foreign Domestic Worker) shall not cover any work or activity for or in connection with the employment one or more foreigners as foreign domestic workers in any capacity.

2. The licensee shall operate his employment agency in accordance with the Employment Agencies Act (Cap 92), Rules, the conditions of this licence, and to any EA alerts.

3. (a) The licensee shall, at all times, have at least one key appointment holder who is registered with the Ministry of Manpower under his employment agency.

(b) The licensee shall obtain the written approval of the Ministry of Manpower prior to any change of key appointment holders of the employment agency.

(c) The licensee shall also inform the Ministry of Manpower of any change in registration details made with the Accounting and Corporate Regulatory Authority (ACRA).

4. (a) The licensee shall ensure that the full name and licence number of his employment agency are stated in:

(i) any signboard bearing the name of the employment agency and is visible to the public;

(ii) any document issued or sent to any other party in the course of the employment agency's performance of any function as an employment agency (including but not limited to invoices, receipts, service agreements, employment contracts and correspondence (whether electronic or otherwise));

(iii) any advertisement publicizing any work or activity for or in connection with the employment of persons (such as but not limited to the employment agency's website, name cards, pamphlets and publicity material published on any social media platform); and

(iv) any advertisement (whether electronic or otherwise) distributed to the public by any other person on the licensee's behalf.

(b) The licensee shall ensure that:

(i) any document referred to in Licence Condition #4(a)(ii) contains the full name and registration number of any employment agency personnel involved in that particular matter, as stipulated in the employment agency personnel's registration card; and

(ii) any advertisement referred to in Licence Condition #4(a)(iii) or (iv) above which makes reference to any specific employment agency personnel, contains the full name and registration number of the employment agency personnel, as stipulated in the employment agency personnel's registration card.

5. (a) The licensee shall not, unless with the applicant's written consent, directly or indirectly give, divulge or reveal to any persons any information whatsoever regarding any applicant of the employment agency, which information the agency acquired or requested the applicant to provide in the course of their employment agency work. This condition shall not apply in the case where the information is required for the purpose of any investigations under any law, or as and when the Commissioner may require such information.

(b) For the purpose of assisting the Ministry of Manpower in determining if reasonable efforts have been made to provide fair employment opportunities to citizens of Singapore, the licensee must:-

(i) For every employer who hires an employee through the licensee for a permanent or contract position of at least 6 months for which the fixed monthly salary is at least \$3,300, collect the following information:

- i. industry of that employer and corresponding 5 digit SSIC 2015 code¹;
- ii. the occupation and corresponding 5 digit SSOC 2015 code²;
- iii. the following details for every potential employee referred by the licensee to that employer

¹ SSIC 2015 refers to the Singapore Standard Industrial Classification, released in April 2015.

² SSOC 2015 refers to the Singapore Standard Occupational Classification, released in April 2015.

1. Residential status in Singapore
 2. Nationality
 3. Employment status at point of referral (i.e. in employment or not in employment)
- iv. the successfully hired employee's-
1. Residential status in Singapore
 2. Nationality
 3. Employment status at point of referral (i.e. in employment or not in employment)
 4. Fixed monthly salary
 5. Work pass type (if applicable)
- v. the time taken for employee to start work, being the period between the time the employee is first referred to the employer to the time the employee starts work with the employer.

(ii) Retain such information with supporting documents for a period of one year, starting from the date the successfully hired employee starts work; and

(iii) Furnish the information, as and when requested by the Commissioner and in such form and manner as specified by the Commissioner, to the Ministry of Manpower.

(c) For all work pass applications made by the licensee, the licensee shall retain possession of all original documents or copies of such documents (and such documents may be retained in an electronic form) as laid out in Annex A, for a minimum period of 3 years starting from the date of any work pass application and any work pass renewal.

(d) The periods stipulated in this Licence Condition #5 do not affect any other statutory requirement that may require the retention of documents or records for other purposes, or for a different period of time.

6. The licensee shall provide information, documents and statements which are true and correct as and when required by the Ministry of Manpower.

6A. (a) The licensee shall take all reasonable measures to ensure that all his staff and partners or directors report any breach of any of the following Acts of Parliament and their related subsidiary legislation of which they are aware, by any person placed by the licensee, or by any employer with whom the licensee has placed a person, to the licensee, if the breach is committed in connection with any employment pursuant to a placement by the licensee.

Employment Agencies Act

Employment of Foreign Manpower Act

Employment Act

Work Injury Compensation Act

(b) The licensee shall report to the Ministry of Manpower, any breach stated in Licence Condition #6A(a), of which he is aware (whether personally or which has been informed to him pursuant to Licence Condition #6A(a)).

Employment of Foreign Employees

7. The licensee shall, for all clients who are foreigners seeking employment, perform verification checks to ensure that all the prevailing entry requirements imposed on the foreigner by the Ministry of Manpower are fulfilled by the foreigner. The standard of verification checks to be performed by the licensee for any FDW shall be minimally in line with the standard as set out in Annex B.

8. (a) **In the course of promoting his services**, if the licensee or employment agency personnel wishes to inform any prospective applicant for foreign employee any fees or costs which are payable by the prospective applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the prospective application, such as but not limited to security bond, foreign employee insurance and safety courses, whether in itself or together with other fees payable by the prospective applicant for foreign employee, he shall ensure that he does not misrepresent such fees or costs, and shall provide the breakdown of each such fee or cost to the prospective applicant for foreign employee in writing.

(b) Notwithstanding Licence Condition #8(a), **when the services of the licensee have been engaged** by any applicant for a foreign employee, the licensee shall sign a written agreement with the applicant for foreign employee, which shall state accurately and clearly the breakdown of each fee or cost payable by the applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the application.

9. The licensee shall obtain written authorization from any applicant for foreign employee or any current employer of foreign employee, in the form as may be prescribed by the Commissioner, prior to performing any form of work pass transactions with the Ministry of Manpower on his behalf.

9A. The licensee shall ensure that the foreign employee's copy of the In-Principle Approval (IPA) letter, in its entirety as furnished by the Ministry of Manpower, is received by the foreign employee. The licensee shall take all necessary steps to ensure that the IPA letter is received by the foreign employee within a reasonable time period prior to the foreign employee's departure for Singapore. The reasonable time period must be in accordance with the requirements set out in Annex C.

9B. The licensee shall keep proper documentation of the steps taken by the licensee to ensure the timely receipt of the In-Principle Approval letter by the foreign employee.

9C. The licensee shall allow the foreign employee to keep the In-Principle Approval letter.

10. The licensee shall not enter into agreements with the foreign employee to retain and/ or transfer the passport or work pass of that foreign employee except for the purpose of procuring employment for the foreign employee.

11. (a) Subject to Licence Condition #11(b), the licensee shall, within a timeframe stipulated by the Ministry of Manpower, repatriate and bear the full cost of repatriating any foreigner brought into Singapore by the licensee to the international port of entry within his home country that affords reasonable access to his home town if a work permit is not issued, or if a work permit is revoked for contravention of Licence Condition #7, or if the foreigner is not placed in employment. The licensee shall not require or cause the foreigner to bear all or part of the repatriation cost. In the event of any dispute about the international port of entry to which the foreign employee shall be repatriated, the dispute shall be referred to the Commissioner, whose decision shall be final.

(b) The employment agency may repatriate the foreigner to a destination other than his home country:

(i) if the foreigner so requests, and the Commissioner is informed by the employment agency of the employment agency's intention to do so, before the repatriation occurs; or

(ii) if the Commissioner so determines.

11A. Unless requested by the Controller of Immigration or the Controller of Work Passes, the licensee shall not repatriate or aid to repatriate the foreign employee without first taking reasonable steps to ensure that such repatriation would not frustrate or deny any statutory claim that has been filed or is intended to be filed by the employee for salary arrears under the Employment Act (Cap. 91) or work injury compensation under the Work Injury Compensation Act (Cap. 354).

11B. Subject to Licence Condition #11C, the licensee shall not repatriate or aid to repatriate a foreign employee who is or was a work permit holder (excluding any foreign employee referred to in Condition #11(a)), to a destination other than to the international port of entry within the foreign employee's home country that affords reasonable access to the foreign employee's hometown. In the event of any dispute about the international port of entry to which the foreign employee shall be repatriated, the dispute shall be referred to the Controller of Work Passes, whose decision shall be final.

11C. The licensee may repatriate the foreign employee to a destination other than that specified in Condition #11B if –

(a) both the foreign employee and the employer of the foreign employee so requests, and the Controller of Work Passes is informed by the licensee of the licensee's intention to do so, before the repatriation occurs; or

(b) the Controller of Work Passes so determines.

Employment of Foreign Domestic Workers (FDW)

12. The licensee shall be responsible for, and bear the costs, of the provision of acceptable accommodation, and upkeep and maintenance (which includes adequate food and medical treatment) (the "items") of any FDW brought in by his employment agency prior to the deployment of the FDW to her Employer. The licensee shall not require or cause the FDW to bear any of the costs related to the provision of such items. The provision of acceptable accommodation shall be minimally in line with the requirements in Annex D.

12A. The licensee shall render assistance to any FDW who is returned to the agency after deployment for any reason, and such assistance shall include the provision of acceptable accommodation, and upkeep and maintenance (which includes adequate food and medical treatment) (the “items”). Such costs shall be borne by the FDW’s employer, and the licensee shall not require or cause the FDW to bear any of the costs related to the provision of such items. Where the Controller of Work Passes specifies that the employer is not responsible for bearing the cost of the medical treatment of the FDW, the costs of medical treatment shall be borne by the licensee. The provision of acceptable accommodation shall be minimally in line with the requirements in Annex D.

12B. Where the licensee has engaged the services of a third-party to provide acceptable accommodation for any FDW, the licensee shall communicate to the third-party all relevant requirements as set out in Annex D.

13. The licensee shall furnish the prospective applicant for FDW with the employment history of any FDW. The licensee shall obtain a print-out of the employment history from the Work Permit Online (WPOL) electronic application service of the Ministry of Manpower and ensure that the most updated information is made available to the prospective applicant for FDW during the selection process. The licensee shall not in any way make any additions or alterations to the print-out and the information contained therein. The licensee shall retain a written acknowledgement, on the print-out, from the prospective applicant for FDW of the receipt of the information. The licensee shall not disclose the information to any other person except the prospective applicant for FDW.

13A. Prior to the deployment of the FDW to the employer, the licensee shall ensure that the safety agreement between the employer and any FDW engaged through the agency, in the form as may be prescribed by the Commissioner, is explained, agreed, signed and retained by the FDW and employer.

13B. Where the FDW was recommended or matched by the licensee to the prospective applicant for FDW, the licensee shall, prior to the application of a work permit for the FDW, furnish the prospective applicant for FDW the full biodata of the FDW in the form as may be prescribed by the Commissioner.

14. (a) The licensee shall furnish the Commissioner, in the form as may be prescribed by the Commissioner, with a list of all premises, used to house any FDW under the care of the employment agency.

(b) The licensee shall inform the Commissioner of any addition of any such premises within 5 working days of using the premises.

(c) The licensee shall inform the Commissioner when the employment agency ceases to house any FDW at any of the premises within 30 working days of the cessation.

15. (a) In the event that an employer returns his FDW to the licensee with the view of transferring the FDW out of his employment, the licensee shall inform the employer, in writing, prior to providing food and accommodation for the FDW, that the employer remains legally responsible for the FDW.

(b) After 21 calendar days from the time the licensee started providing food and accommodation for the FDW pursuant to Licence Condition #15(a), the licensee shall inform the employer within 7 calendar days, in writing, that the employer remains legally responsible for the FDW and that the employer has the right to cancel the work permit and have the FDW repatriated, if the FDW's work permit is still not cancelled.

16. The licensee shall sign a written service agreement with each applicant for a FDW. The written service agreement (hereafter referred to in this clause as the 'agreement') shall minimally contain the terms as set out in Annex E.

EA Licence Conditions for Select Licence

Definitions

B. In this set of EA Licence Conditions, unless the context otherwise requires –

“Applicant” means any person who engages the services of the licensee to perform any work or activity for or in connection with the employment of persons;

“Commissioner” means the Commissioner for Employment Agencies appointed under section 3(1) of Employment Agencies Act (Cap 92);

“Controller of Work Passes” means the Controller of Work Passes, Deputy Controllers of Work Passes, and Assistant Controllers of Work Passes appointed under section 3 of the Employment of Foreign Manpower Act (Cap 91A);

“Controller of Immigration” means the Controller of Immigration appointed under section 3 of Immigration Act (Cap 133);

“EA alerts” refers to announcements, guidelines and instructions, periodically published and disseminated by the Commissioner to all employment agencies, their key appointment holders and employment agency personnel, relating to the proper operation and expectations placed on all employment agencies licenced under the Employment Agencies Act (Cap 92);

“Employer” means any person who engages the services of another person under a contract of service, and includes —

(a) for the purposes of an application for a work pass, any person who has the intention or purports to have the intention to employ a foreign employee; or

(b) in a case where a foreign employee has or had a valid work pass, any person specified in the work pass as the employer of the foreign employee;

“Employment agency personnel” has the same meaning as in the Employment Agencies Act (Cap 92);

“Foreign employee” has the same meaning as in the Employment of Foreign Manpower Act (Cap 91A);

“Foreigner” means any person who is not a citizen or permanent resident of Singapore;

“Immigration officer” means any person appointed under section 3 of Immigration Act (Cap 133);

“Key appointment holder” has the same meaning as in the Employment Agencies Act (Cap 92);

“Rules” means the Employment Agencies Rules 2011.

General

1. This licence shall not cover:

a) any work or activity for or in connection with the employment of any person in a job earning a fixed monthly salary of SGD 4,500 or less (or, if he is to be paid in a foreign currency, the equivalent);

b) any placing of a person in a job earning a fixed monthly salary of SGD 4,500 or less (if the salary is to be paid in a foreign currency, the exchange rate to be used to determine this shall be the one prevailing at the time of entry into the employment contract); or

c) any placing of a foreigner in a training program, or obtaining a training employment pass for the foreigner.

2. The licensee shall operate his employment agency in accordance with the Employment Agencies Act (Cap 92), Rules and the conditions of this licence, and to any EA alerts.

3. (a) The licensee shall, at all times, have at least one key appointment holder who is registered with the Ministry of Manpower under his employment agency.

(b) The licensee shall obtain the written approval of the Ministry of Manpower prior to any change of key appointment holders of the employment agency.

(c) The licensee shall also inform the Ministry of Manpower of any change in registration details made with the Accounting and Corporate Regulatory Authority (ACRA).

4. (a) The licensee shall ensure that the full name and licence number of his employment agency are stated in:

(i) any signboard bearing the name of the employment agency and is visible to the public;

(ii) any document issued or sent to any other party in the course of the employment agency's performance of any function as an employment agency (including but not limited to invoices, receipts, service agreements, employment contracts and correspondence (whether electronic or otherwise))

(iii) any advertisement publicizing any work or activity for or in connection with the employment of persons (such as but not limited to the employment agency's website, name cards, pamphlets and publicity material published on any social media platform); and

(iv) any advertisement (whether electronic or otherwise) distributed to the public by any other person on the licensee's behalf.

(b) The licensee shall ensure that:

(i) any document referred to in Licence Condition #4(a)(ii) contains the full name and registration number of any employment agency personnel involved in that particular matter, as stipulated in the employment agency personnel's registration card; and

(ii) any advertisement referred to in Licence Condition #4(a)(iii) or (iv) above which makes reference to any specific employment agency personnel, contains the full name and registration number of the employment agency personnel, as stipulated in the employment agency personnel's registration card.

5. (a) The licensee shall not, unless with the applicant's written consent, directly or indirectly give, divulge or reveal to any persons any information whatsoever regarding any applicant of the employment agency, which information the agency acquired or requested the applicant to provide in the course of their employment agency work. This condition shall not apply in the case where the information is required for the purpose of any investigations under any law, or as and when the Commissioner may require such information.

(b) For the purpose of assisting the Ministry of Manpower in determining if reasonable efforts have been made to provide fair employment opportunities to citizens of Singapore, the licensee must:-

(i) For every employer who hires an employee through the licensee for a permanent or contract position of at least 6 months for which the fixed monthly salary is at least \$3,300, collect the following information:

- ii. industry of that employer and corresponding 5 digit SSIC 2015 code³;
- iii. the occupation and corresponding 5 digit SSOC 2015 code⁴;
- iv. the following details for every potential employee referred by the licensee to that employer
 - 1. Residential status in Singapore
 - 2. Nationality
 - 3. Employment status at point of referral (i.e. in employment or not in employment)
- vi. the successfully hired employee's-
 - 1. Residential status in Singapore
 - 2. Nationality
 - 3. Employment status at point of referral (i.e. in employment or not in employment)
 - 4. Fixed monthly salary
 - 5. Work pass type (if applicable)
- vii. the time taken for employee to start work, being the period between the time the employee is first referred to the employer to the time the employee starts work with the employer.

³ SSIC 2015 refers to the Singapore Standard Industrial Classification, released in April 2015.

⁴ SSOC 2015 refers to the Singapore Standard Occupational Classification, released in April 2015.

(ii) Retain such information with supporting documents for a period of one year, starting from the date the successfully hired employee starts work; and

(iii) Furnish the information, as and when requested by the Commissioner and in such form and manner as specified by the Commissioner, to the Ministry of Manpower.

(c) For all work pass applications made by the licensee, the licensee shall retain possession of all original documents or copies of such documents (and such documents may be retained in an electronic form) as laid out in Annex A, for a minimum period of 3 years starting from the date of any work pass application and any work pass renewal.

(d) The periods stipulated in this Licence Condition #5 do not affect any other statutory requirement that may require the retention of documents or records for other purposes, or for a different period of time.

6. The licensee shall provide information, documents and statements which are true and correct as and when required by the Ministry of Manpower.

6A. (a) The licensee shall take all reasonable measures to ensure that all his staff and partners or directors report any breach of any of the following Acts of Parliament and their related subsidiary legislation of which they are aware, by any person placed by the licensee, or by any employer with whom the licensee has placed a person, to the licensee, if the breach is committed in connection with any employment pursuant to a placement by the licensee.

Employment Agencies Act

Employment of Foreign Manpower Act

Employment Act

Work Injury Compensation Act

(b) The licensee shall report to the Ministry of Manpower, any breach stated in Licence Condition #6A(a), of which he is aware (whether personally or which has been informed to him pursuant to Licence Condition #6A(a)).

Employment of Foreign Employees

7. The licensee shall, for all clients who are foreigners seeking employment, perform verification checks to ensure that all the prevailing entry requirements imposed on the foreigner by the Ministry of Manpower are fulfilled by the foreigner.

8. (a) **In the course of promoting his services**, if the licensee or employment agency personnel wishes to inform any prospective applicant for foreign employee any fees or costs which are payable by the prospective applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the prospective application, such as but not limited to security bond, foreign employee insurance and safety courses, whether in itself or together with other fees payable by the prospective applicant for foreign employee, he shall ensure that he does not misrepresent such

fees or costs, and shall provide the breakdown of each such fee or cost to the prospective applicant for foreign employee in writing.

(b) Notwithstanding Licence Condition #8(a), ***when the services of the licensee have been engaged*** by any applicant for a foreign employee, the licensee shall sign a written agreement with the applicant for foreign employee, which shall state accurately and clearly the breakdown of each fee or cost payable by the applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the application.

9. The licensee shall obtain written authorization from any applicant for foreign employee or any current employer of foreign employee, in the form as may be prescribed by the Commissioner, prior to performing any form of work pass transactions with the Ministry of Manpower on his behalf.

10. The licensee shall not enter into agreements with the foreign employee to retain and/ or transfer the passport or work pass of that foreign employee except for the purpose of procuring employment for the foreign employee.

Annex A – List of Documents to be Retained by the Licensee

- 1) The licensee shall retain all documents as required under:
 - a. the Employment Agencies Act (Cap 92);
 - b. the Employment Agencies Rules 2011;
 - c. the conditions of this licence;
 - d. the EA alerts that the Commissioner issues from time to time; and
 - e. any other written guideline(s) from the Commissioner.

In particular, the licensee shall retain the following (where applicable):

- a. Bio-data of employee;
- b. Employment Contract;
- c. Employment History;
- d. MOM Authorisation Form for Work Pass Transactions;
- e. Notice to FDW Employer on Implications of Purchasing the Indonesian Embassy Performance Bond Guarantee;
- f. Photocopy of foreign employee's original certificate (education certificates, birth certificates, family roots certificates);
- g. Receipts and Records of all payments and refunds to employer and the employee;
- h. Rest Day Agreement between the FDW and the employer;
- i. Safety Agreement Form between the FDW and the employer;
- j. Salary and Placement Fee Repayment Schedule;
- k. Service Agreement between the EA and the client; and
- l. Services and Fees Schedule.

Annex B – Standard of Verification Checks to be Performed by the Licensee for All Foreign Domestic Workers (FDWs) Seeking Employment

- 1) For the purposes of Licence Condition #7, the verification checks that the licensee shall perform include but are not limited to –
 - a) Examining the FDW’s original official documents (e.g. passport, educational certificate, household (family) listing, national identity card);
 - b) Conducting an interview to gather information on the FDW’s family history (including the age of the parents and siblings), her education history, and work experience, to ascertain if her declared age is consistent with the information gathered from the FDW’s official documents; and
 - c) Assessing if her physical appearance, mannerisms, and speech reflect the age that the FDW declares herself to be.
- 2) In the performance of the verification checks, the licensee shall retain documents and other forms of evidence for the time period as stipulated in Licence Condition #5(c).
- 3) This Annex B shall be amended from time to time as required by the Commissioner through EA alerts.

Annex C – Reasonable Time Period for In-Principle Approval (IPA) Letter to be Received by a Foreign Employee

- 1) For the purposes of Licence Condition #9A, the reasonable time period prior to the foreign employee's departure for Singapore is 3 to 7 days.
- 2) This Annex C shall be amended from time to time as required by the Commissioner through EA alerts.

Annex D – Requirements for the Provision of Acceptable Accommodation for FDW

- 1) For the purposes of Licence Condition #12, 12A, and 12B, the provision of accommodation for FDWs shall meet the following requirements:
 - a) Regulatory approval and compliance. The accommodation must adhere to all applicable regulations and guidelines issued by all relevant public agencies. The accommodation must not breach the allowed residency load or occupancy load specified for the premises.
 - b) Adequate shelter. The accommodation must adequately protect the FDW from environmental elements such as the sun, rain or strong winds.
 - c) Safe. The FDW should not sleep near any dangerous equipment or structure that could potentially cause harm or hurt to her. The emergency exit routes must not be obstructed.
 - d) Sufficient ventilation and lighting. The accommodation must be sufficiently ventilated and adequately lit. Mechanical ventilation (e.g. electrical fan) should be provided if natural ventilation is inadequate.
 - e) Basic amenities. Toiletries must be provided. Each FDW must minimally be provided with one mattress, a covered pillow, and a blanket; these must be clean.
 - f) Hygiene. There must be proper rubbish disposal areas that are properly managed. There should be no stagnant water points and pest infestation.
 - g) Protection of modesty. The FDW must not sleep in the same room as a male adult / teenager. CCTVs must not be installed in the bathroom or sleeping area.
 - h) Space and privacy. Sufficient space and privacy should be provided for the FDW.
 - i) Basic Housekeeping. There must be proper management and housekeeping of the premises, including maintenance of sanitary facilities.
- 2) This Annex D shall be amended from time to time as required by the Commissioner through EA alerts.

Annex E – Service Agreement between Employment Agency and Employer of FDW

- 1) For the purposes of Licence Condition #16, the written service agreement shall minimally contain the following:

Validity period

- a) The agreement shall state its period of validity.

Breakdown of fees and taxes

- b) The agreement shall provide a clear breakdown of the fees and taxes paid by the applicant for FDW. The breakdown shall include, if applicable:
 - (i) the amount of fees paid by the applicant for FDW;
 - (ii) the amount of Goods and Services Tax paid; and
 - (iii) any amount of fees paid upfront by the applicant for FDW on behalf of the FDW (which the applicant for FDW may contractually recover from the FDW).

Refund of fees

- c) The agreement shall state whether and which fees paid will be refunded in the following circumstances:
 - (i) if the FDW has not been placed with the applicant for FDW;
 - (ii) if the FDW has been placed with the applicant for FDW and if the applicant for FDW terminates the services of the FDW before the expiry of her Work Permit resulting in the transfer of the FDW to another employer;
 - (iii) if the FDW has been placed with the applicant for FDW and if the applicant for FDW terminates the services of the FDW before the expiry of her Work Permit and the FDW is not transferred to another employer;
 - (iv) if a replacement FDW has been provided to the applicant for FDW;
 - (v) if the applicant for FDW opts not to request for a replacement; and
 - (vi) if the applicant for FDW opts not to accept the replacement where one is provided.

- d) The agreement shall state any circumstances in which a refund will not be provided or any terms and conditions that the applicant for FDW would need to abide by in order to qualify for a refund.

- e) If the agreement provides for a refund, the agreement shall state the amount payable and the timeframe within which the refund should be provided.

Replacement of FDW

- f) The agreement shall state whether any replacement of FDW will be provided to the applicant for FDW in the following circumstances:
 - (i) if the FDW assigned to the applicant for FDW is subsequently not placed with the applicant for FDW;
 - (ii) if the FDW has been placed with the applicant for FDW, but the applicant for FDW requests for a replacement resulting in the transfer of the original FDW to another employer; and

- (iii) if the FDW has been placed with the applicant for FDW, but the applicant for FDW requests for a replacement not resulting in the transfer of original FDW to another employer.
- g) The agreement shall state the number of replacements the applicant for FDW is entitled to, and the timeframe within which the request for a replacement should be made and the timeframe within which the replacement should be provided.
- h) If the agreement provides for a replacement, the agreement shall state if there are any additional fees charged for the replacement.
- i) The agreement shall state any circumstances in which a replacement will not be provided or any terms and conditions that the applicant for FDW would need to abide by in order to qualify for a replacement.
- j) The agreement shall state clearly the recourse available to the applicant for FDW in the event the licensee is unable to meet its obligations to provide for a replacement within the agreed timeline.

Additional services

- k) The agreement shall state whether additional services will be provided, such as providing food and accommodation to the FDW at the request of the applicant for FDW. If additional services will be provided, the fees and other relevant terms and conditions shall be stated in the agreement.

Dispute resolution

- l) The licensee shall ensure that the agreement clearly states a dispute resolution mechanism (DRM) to deal with any dispute that may arise between the licensee and the applicant for FDW. The DRM shall be an independent third party which provides mediation services, and the licensee shall ensure that it meets all the necessary conditions to be able to use the DRM's services when any dispute arises.