

**SERVICE AGREEMENT
BETWEEN FOREIGN DOMESTIC WORKER EMPLOYER AND EMPLOYMENT AGENCY**

Employment Agency Ref No. : _____

Parties to this agreement are to retain a signed copy of this agreement.

This Service Agreement is dated _____ (dd/mm/yyyy) and made between:

(A)	Full Name of Employment Agency (" Agency ")	:	<u>JLK Employment Services</u>
	Employment Agency License Number	:	<u>02C3501</u>
	Registered Business Address	:	<u>317 Outram Road #B1-35 Concorde Shopping Centre. Singapore 169075</u>
(B)	Full Name of Employer (" Employer ")	:	_____
	NRIC/Passport Number	:	_____
	Address	:	_____

*** Delete where appropriate in the contract.**

It is hereby agreed between the parties that:

1 Appointment of Services

- 1.1 The Employer hereby appoints the Agency to secure the services of a Foreign Domestic Worker (FDW) (set out in the Services & Fees Schedule) for a contract of service on the terms and conditions that appear below.
- 1.2 The period of this Service Agreement shall be from the date of signing this Service Agreement for a period of TWO (2) years or the validity of the work permit whichever is shorter, and subject to the clauses 3-5 on Replacement and Refund.
- 1.3 The Agency shall handover the FDW to the employer within TWO (2) month(s) after obtaining the "Letter of Notification to bring FDW into Singapore" by Ministry of Manpower, subject to the conditions under Clause 3.1, Table 1. The Agency and Employer shall check against the "Handing and Taking-Over Form" during the handing/taking-over process.

2 Fees Payment

2.1 In consideration of the services to be provided by the agency, the Employer shall pay the following fees as set out in the Services & Fees Schedule:

i Service Fee Charged on Employer

Total Service Fee of S\$ _____ shall be paid to the Agency for the services rendered in the following manner:

- a A deposit of S\$ _____ (if any), shall be paid in full before the Agency submits the Employer's application to the Ministry of Manpower (MOM).
- b The balance of S\$ _____ when the FDW reports for work/ duty.

ii Placement Fee

a. The placement fee of S\$ _____ comprises (1) service fee charged on the FDW by the Agency and (2) personal loan incurred by FDW overseas.

(1) Service fee charged on the FDW by the Agency ¹ amounting to S\$ _____

(2) Personal loan incurred by FDW overseas amounting to S\$ _____

b. The Employer agrees to pay the placement fee of S\$ _____ on behalf of the FDW which the Employer may recover from the FDW as determined in the employment contract.

2.2 Apart from the Service Fee, the Agency confirms that there are no hidden or other costs or expenses that the Employer shall be liable for except those, if any, under this Agreement.

2.3 All payments shall exclude the prevailing Goods and Services Tax (GST).

3 **Replacement of FDW before FDW is placed to employer**

3.1 If the FDW is unable to be placed to the Employer, the Agency shall provide the Employer with a replacement FDW at no additional cost and which shall not count towards the Employer's entitlement in clause 4.1.

3.2 The Agency may not provide the Employer with a replacement FDW at no additional cost under the following circumstances [*Agency to list circumstances]:

a) The employer is found to have breached any Work Permit conditions.

b) The employer terminates and repatriates the FDW without the Agency's prior knowledge.

c) If the FDW die from any mishap or accident as a result of the employer's actions.

d) The FDW has made a Police report against the Employer for abuse or the Employer is being investigated by the Police for such or any allegations made by the FDW.

e) The Employer has exceeded the quote for replacement without additional cost.

f) The Employer has not paid the FDW her due salary(ies)

g) The Employer has not paid the Agency the monies due as set out in the Services and Fees Schedule.

3.3 In the event that the FDW needs to be repatriated before she is placed to the Employer, the Agency shall be responsible for and bear the cost of repatriation of the FDW to the international port of entry that affords her reasonable access to her hometown within her home country. ²

3.4 In the event that the Employer opts not to have a replacement FDW in the circumstances stated in clause 3.1 when the FDW(s) who matches the Employer's selection criteria is available, the Employer shall not be entitled to a refund of the services fee has been paid.

3.5 After a replacement has been accepted by the Employer, the Employer shall not be entitled to any refund of the service fee for the replacement FDW as set out in the Services and Fees Schedule- Form B (if any) has been paid.

¹ Fees should not exceed 1 month's salary for each year of the period of validity of the FDW's work permit, subject to a maximum of 2 months' salary of the FDW.

² Under the EA licence conditions, the licensee is required to bear the cost of repatriation of any non-citizen brought into Singapore by the licensee if the Work Permit is not issued, or if the non-citizen is not placed on employment, or if the Work Permit is revoked in situations explained under clause 3.2

4 **Replacement of FDW after FDW is handed over to employer**

4.1 According to the Services & Fees Schedule, the Employer is entitled to One (1) FDW replacement(s) from the Agency within a period of 12 months (-'replacement period') over and above the Employer's entitlement as stated in clause 3.1. A new fees schedule for replacement (Form B) contained within this Agreement shall be signed. However, the Employer may request for a replacement only after the FDW has worked for the Employer for a minimum of 60 days (which should be before the expiry of the replacement period). This replacement period shall be applicable to all subsequent replacements, if the Employer is entitled to more than 1 replacement. The grant of replacement is subject to the following:

- 4.1.1 The Employer must sign the Consent to Transfer Form from the Work Pass Division, Ministry of Manpower ('MOM') to allow the FDW to seek employment with the new Employer.
- 4.1.2 The Employer shall agree to transfer the FDW to a new employer specified by the Agency and will not in any way prevent or jeopardize the FDW's transfer or opportunity to seek re-employment with the new employer, unless the FDW is medically unfit to work as a domestic worker or has committed a criminal offence in Singapore. The Employer must make the FDW available to the Agency for 30 days for her to be interviewed and successfully transferred. If the Agency is unable to transfer the FDW within 30 days, the Agency shall update the Employer on the FDW's transfer status. Beyond this period, the Employer may repatriate the FDW and cancel her Work Permit.
- 4.1.3 If the Employer decides to terminate the services of the FDW, the Employer shall inform the Agency for settlement of any outstanding issues between the FDW and Agency.
- 4.1.4 The replacement FDW shall be of the same selection criteria as the previous FDW unless both parties explicitly agree to the contrary. In the event that an Employer selects a replacement FDW of a different selection criteria, the Employer shall have to pay the difference in the prescribed package and replacement fee, if applicable.
- 4.1.5 The replacement shall take effect within Three (3) months. After which time, if the Agency fails to provide a replacement, the Employer may choose to terminate this Agreement, subject to the clauses under Section 5 on Refund Policy.

4.2 The Employer reserves the right to reject the intended replacement and terminate this Agreement if the replacement does not fulfil Employer's selection criteria (based on the original selection criteria). In such case, the Employer shall not be entitled to a refund of the Service Fee charged on him as stipulated in Clause 2.1(i) but shall be entitled to a refund of prorated placement fee paid to the Agency.

5 **Refund Policy for Service Fee and Placement Fee**

5.1 If FDW has not been placed to Employer

5.1.1 The Agency agrees to place the FDW to the Employer within Three (3) months of the date of this contract, failing which the Employer is entitled to a 100% refund of the service fee and 100 % of placement fee paid to the Agency.

5.1.2 If the Employer terminates the agreement in writing with the Agency, the Employer shall be entitled to a refund of the Service Fee (if any) less the administrative charge (as stipulated in table below) from the Agency within one (1) month as listed below :

	Event	Administrative Charge
i	Before the submission of the Work Permit application to MOM	S\$300.00
ii	After the submission of the Work Permit application to MOM	S\$300.00
iii	If the FDW Work Permit application is rejected by MOM due to no fault of the Agency	S\$300.00
iv	After the Letter of Notification by MOM but before FDW arrives Singapore	S\$300.00
v	After the Letter of Notification by MOM and after FDW arrives Singapore	S\$800.00
vi	After the Letter of Notification, by MOM, relating to FDW on transfer	S\$800.00

5.2 If FDW has been placed with Employer and if FDW can be transferred

5.2.1 The Agency shall refund the following amounts to the Employer as stated in the table below, should the Employer decide to terminate the FDW prematurely and the FDW is successfully transferred to another employer. This is subject to the Employer returning the FDW to the Agency and agreeing to the FDW's transfer to a new employer specified by the Agency without in any way preventing or jeopardizing the FDW's transfer or opportunity to seek re-employment with a new employer.

S/N	Description	% of service fee charged to the Employer	% of outstanding placement fee paid by the employer
i	FDW is successfully transferred to another Employer*	NIL	Pro-rated %

5.2.2 The refund shall be effected within 4 weeks from the date of termination of the FDW or the date the FDW was transferred, whichever is later.

5.3 If FDW has been placed with Employer and if FDW cannot be transferred

5.3.1 Under the following circumstances, the Agency shall refund the following amounts to the Employer as stated in the table below:

S/N	Description	% of service fee charged to the Employer	% of outstanding placement fee paid by the Employer by the Employer (if applicable)
i	FDW is unwilling and/or unable to continue employment in Singapore within the waiting period stipulated in clause 4.1.2	NIL	NIL
ii	FDW has been assigned to another Agency by MOM	NIL	NIL
iii	FDW goes to another agency (not assigned by MOM)	NIL	NIL

- 5.3.2 The refund shall be effected within 4 week(s) from the end The refund shall be effected within 4 week(s) from the end agency by MOM/the date the Agency is informed that the FDW selects another agency, whichever is applicable.
- 5.3.3 If the FDW has been assigned to another Agency by MOM or other relevant authorities, the Employer shall bear all the costs incurred, including medical expenses, food and accommodation costs for the duration of the relevant authorities' investigation in any event and regardless of the outcome.

6 Special Provisions

- 6.1 The Agency should exercise due diligence in ensuring the accuracy of all personal information given in the bio-data of the FDW, within the agency's reasonable control to check and verify.
- 6.2 The Agency shall ensure that the FDW arrive on time as scheduled, but should there be any delay not caused by the Agency, the Agency will not be liable for any claims made by the Employer for consequential loss or delay.
- 6.3 The Employer shall permit the Agency or such authorised persons as the Agency may appoint to visit the work location to determine the welfare of the FDW and to observe and adjudge the performance of her obligations to the Employer or Agency.
- 6.4 If the Employer requests for the Agency to provide food and accommodation, and should the Agency agree to do so, the Employer shall pay **\$15.00** per day to the Agency for provision of this service. These costs cannot be recovered from the FDW.
- 6.5 Should the Agency agree to provide food and accommodation for the FDW as stated in clause 6.4 , the Employer shall remain legally responsible for the FDW. This includes but is not limited to bearing the costs of the FDW's medical expenses. Prior to providing food and accommodation for the FDW, the Agency shall inform the Employer that the Employer is legally responsible for the FDW.
- 6.6 If the Agency provides counseling services, the Employer shall be liable to pay the Agency a sum of S\$50.00 for each counseling session at the Employer's residence. However, this sum is not payable if the Employer was already charged for counseling services under the service fee as set out in the Services & Fees Schedule.
- 6.7 The Employer shall inform the Agency of the termination of the FDW's employment with the same period of notice given to the FDW for termination of employment.
- 6.8 The Agency shall furnish the Employer with the employment history of the FDW. The Agency shall obtain such information from the Ministry of Manpower and ensure that the most updated information is made available to the Employer during the selection process.
- 6.9 In the event that the FDW absconds, the Agency shall assist to contact the NGOs and the Embassy of her home country to locate her.

7 Force Majeure

In the event that any party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch.

8 **Confidentiality**

The Agency shall not, unless with the Employer's written consent, directly or indirectly give, divulge or reveal to any persons any information whatsoever regarding the Employer, which information the Agency acquired or requested the Employer to provide pursuant to this Agreement. This condition shall not apply in the case where the information is required for the purpose of any investigations under any law, by the police, the Controller of Work Passes, the Commissioner for Employment Agencies, Commissioner for Labour, Immigration officers or any other public officer.

9 **Dispute Resolution**

9.1 If the Agency is unable to resolve any grievance(s) of the Employer or if the parties are unable to resolve any dispute between them with respect to this Agreement, the parties shall refer the grievance(s) or dispute to AEAS for mediation. The parties hereby agree to such procedures and pay such fee may prescribe from time to time.³

9.2 If the dispute arising from this Agreement cannot be settled by the above mediation stated in clause 9.1, the parties shall refer the grievance(s) or dispute to MOM.³

10 **Precedence to Other Agreements**

In the event of there being any inconsistency between the terms of this Agreement and the terms of any other agreement (oral or written) entered into between the Agency and the Employer, the terms of this Agreement shall prevail and the terms of such other agreement shall be deemed to be amended to the extent necessary for it to be read as being consistent with this Agreement.

11 **Severability of Provisions**

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.

12 **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any other laws in any jurisdiction to enforce any term of this Agreement.

13 **Termination of Agreement**

Any party intending to terminate this agreement shall provide at least 07 days prior notice to the other party.

³ The third party mediator can be a provider of mediation services. Otherwise, the third party mediator must be aware and agreeable to the arrangement.

14 **Miscellaneous**

14.1 The Employer shall observe and comply with all laws in force in Singapore affecting this Agreement, including but not limited to the Employment of Foreign Manpower Act, the Employment of Foreign Manpower (Work Passes) Regulations 2007, the Immigration Act, and the Immigration Regulations. The Employer shall give all notices and pay all fees required to be given or paid under any law in force in Singapore.

14.2 It is the *Employer's responsibility to receive or send the FDW to the premises of the Agency for reasons pertaining to deployment, re-deployment (FDW seeking new employer) or counselling .

IMPORTANT NOTES:

- i) The FDW is deemed to be the responsibility of the employer at all times from the date of handing over from the agent until such time as the work permit is cancelled and the FDW is repatriated, or until a transfer is approved by the Ministry of Manpower and the FDW is handed over to the new employer.
- ii) The Employer must continue to pay all levies imposed by the relevant authorities until a transfer is approved or the work permit is cancelled.

IN WITNESS whereof this Agreement has been entered into the day and year first above written, the contracting parties having read and understood the terms and conditions of this contract hereunto set their signatures below.

Signature of Employer/Client

Name : _____

NRIC or Passport No: _____

Date : _____

Signed for and on behalf of Agency

JLK Employment Services

Date : _____