

STANDARD 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”) : _____
 Employment Agency License Number : _____
 Registered Business Address : _____
- (B) Full Name of Employer (“Employer”) : _____
 NRIC/Passport Number : _____
 Address : _____

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) 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 **24 months** 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 **180 days** 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 deposit of S\$ _____ (if any), for the selected FDW upon confirmation.
 - The balance of S\$ _____ shall be paid in full before the Agency submits the Employer's application to the Ministry of Manpower.
 - Insurance premium of S\$ _____ collect on behalf of insurance company.
- ii. Placement Fee
- The placement fee of S\$ _____ comprises (1) service fee charged on the FDW by the Agency and (2) FDW Overseas Expenses / Placement Fee / Advance.
 - Service fee charged on the FDW by the SG Agency¹ amounting to S\$ _____
 - FDW Overseas Expenses / Placement Fee / Advance S\$ _____
 - The Employer agrees to pay the above-mentioned placement fee 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 include the prevailing Goods and Services Tax (GST).
- 2.4 In any event of defaults payment or full payment due to agency not paid. The Agency reserves all rights to terminate the service agreement and recover the FDW from the Employer's premises.

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.

3. Replacement of FDW before FDW is handed over 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:

3.3

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 dies from any mishap or accident as a result of the employer's action.
d) FDW unable to transfer to another Employer.

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 any part of the service fees (less costs incurred by the Agency) so paid to the Agency.

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.

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

4.1 According to the *Services & Fees Schedule*, the Employer is entitled to **UNLIMITED** FDW replacement(s) from the Agency within a period of **12** month(s) ('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 **30** 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 agrees to facilitate the transfer of the FDW to new employer specified by our Agency. The employer shall not hinder or jeopardize the FDW's transfer, except in cases where the FDW is medically unfit or has committed a criminal offence in Singapore. In the event that the employer must initiate a transfer, the employer shall allow the Agency a period of 30 days to secure a new employer. Upon successful transfer, the Agency will refund the balance of the placement fee after deducting the FDW working salary and a daily fee of \$30 for food and lodging, maximum of 15 days. If the Agency is unable to complete the transfer within the stipulated 30 days, the employer has the option to either repatriate the FDW or grant the Agency another extension to find a new employer. If the employer chooses to extend, after the 30 days, the Agency will bear the levy from the 31 day, food and lodging fees from the 16 days, provided the employer approves the e-authorize for transfer on the same day after the Agency's requested. If the employer decides to cancel the arrangement after the initial 30 days, any remaining balance of the placement fee, air ticket, and transportation fees will be borne by the employer.**

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 criterion, 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 **3** month(s). 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.

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 with the Employer within **180 days** of the date of this contract, failing which the Employer is entitled to a **100%** refund of the service fee and **100% balance** 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 **14 days** as listed below:

No	Event	Administrative Charge
i	<i>Before</i> the submission of the Work Permit application to MOM.	SS400
ii	<i>After</i> the submission of the Work Permit application to MOM.	SS600 + Lodging SS30 Per Day
iii	<i>If</i> the FDW Work Permit application is rejected by MOM due to no fault of the Agency	SS500 + Lodging SS30 Per Day
iv	<i>After</i> the Letter of Notification by MOM but <i>before</i> FDW arrives in Singapore	Agency fee, doc fee non refundable
v	<i>After</i> the Letter of Notification by MOM and <i>after</i> FDW arrives in Singapore	Agency fee, doc fee non refundable
vi	<i>After</i> the Letter of Notification, by MOM, relating to FDW on transfer	Agency fee 50% + Lodging SS30 Per Day
vii	<i>After</i> FDW deployed to work based on MOM policy applies indicated from 1st Jun 2022	Agency fee 50% + Lodging SS30 Per Day
viii	<i>The employer did not notify the EA within a reasonable time, that the employer intends to cancel the MDW's work permit, repatriate or transfer the MDW, or have cancelled the work permit, repatriated or transferred the MDW before notify the EA, whichever is earlier or run away from employer's house (did not return to agency)</i>	Agency fee is not entitled to a refund

² Under the EA license 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

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 (if applicable)
i	FDW is successfully transferred to another Employer*	0%	100% after deducting FDW working salary excluding food & lodging

5.2.2 The refund shall be effected within **14 days** from the date the FDW was successfully transferred.

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 (if applicable)
i	FDW is unwilling and/or unable to continue employment in Singapore within the waiting period stipulated in clause 4.1.2	0%	0%
ii	FDW has been assigned to another Agency by MOM	0%	0%
iii	FDW goes to another agency/HOME/Embassy (not assigned by MOM) or FDW is involved in any police case.	0%	0%

5.3.2 The refund shall be effected within **14 days** from the end of the waiting period stipulated in clause 4.1.2/the date the FDW is assigned to another agency by agency/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.

6.0 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 arrives 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 accommodation, and should the Agency agree to do so, the Employer shall pay \$30 per day to the Agency for the provision of this service. These costs cannot be recovered from the FDW.

6.5 Should the Agency agree to provide 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\$ 0 for each counseling session at the Agency's premises. 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 in contacting the NGOs and the Embassy of her home country to locate her.

7.0 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.

8.0 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.

8.1 This clause sets out the basis on which agencies may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act ("PDPA"). This applies to personal data in our possession or under our control including personal data in the possession of organisations or government sectors which we have engaged to collect, use, disclose or process personal data for our purposes.

9.0 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.

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 AEAS.

10.0 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.

11.0 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.

12.0 Third Party Right

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.

13.0 Termination of Agreement

Any party intending to terminate this agreement shall provide at least **60** days prior notice to the other party.

14.0 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 from/to the premises of the Agency for reasons pertaining to deployment, re-deployment (FDW seeking new employer) or counseling.

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.

Date:



Signature of Employer/Client
Name:
NRIC or Passport No:

Signed and stamp on behalf of Agency: