

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

Accreditation Body : _____
Agreement Reference No. by EA : _____

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

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

- (1) Full Name of Employment Agency (“**Agency**”) : _____
Employment Agency License Number : _____
Registered Business Address : _____

- (2) 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, to the last day of employment of the last FDW provided by the Agency for the Employer, subject to the validity of the work permit as well as the clauses under Section 3 on Replacement and Guarantee.
- 1.3 The Agency shall handover the FDW to the employer within ____ day(s)/ month(s) after obtaining the “Letter of Notification to bring FDW into Singapore” by Ministry of Manpower, subject to the conditions under Clause 3.2 Table 1.

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

Total package 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.

b. The balance of S\$_____ when the FDW reports for work/duty.

ii. Placement Fee

The placement fee of S\$_____ shall be paid (on behalf of the FDW by the employer) as stipulated in the package in the Service and Fees Schedule agreed to at the time.

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

2.3 All payments shall *include / exclude the prevailing Goods and Services Tax (GST). [*To delete accordingly]

3. Replacement and Guarantee

3.1 According to *the Services & Fees Schedule*, the Employer is entitled to ____ (e.g. one) replacement(s) of FDW from the Agency. This is subject to the conditions below and those stated in clause 4.

3.1.1 The replacement(s) shall be subjected to the following:

i. A new fees schedule for replacement (Form B) contained within this Agreement shall be signed.

ii. The replacement FDW shall be of the same nationality and selection criteria as the previous FDW unless both parties explicitly agree to the contrary. In the event that an Employer selects a replacement (FDW) whose nationality is different from that of the FDW to be replaced, the Employer shall have to pay the

difference in the prescribed package and replacement fee, if applicable.

- iii. The replacement shall take effect within ___ 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.

- 3.2 Under the circumstances depicted in *Table 1*, the Agency shall provide the employer with a replacement FDW at no additional cost. Such replacement(s) would not be counted towards the employer's entitlement in clause 3.1.

Table 1: *Circumstances where employers are entitled to replacements at no additional cost to employer and not counting towards entitlement in clause 3.1*

- a) FDW is found to have breached any Work Permit Conditions and/or failed any entry requirements stipulated by the Ministry of Manpower.
- b) FDW fails, refuses or is otherwise unable to come to Singapore for whatever reason(s) to take up the intended employment within _____ month(s) of the Employer's selection of the FDW

- 3.3 In the event that the FDW needs to be repatriated as a result of the circumstances stated in clause 3.2 (a), the Agency shall be responsible for and bear the cost of repatriation¹ of the FDW to her country of origin.
- 3.4 Under the circumstances depicted in *Table 2*, the Employer shall not be entitled to a replacement as provided in clause 3.1:

Table 2: *Circumstances where employers are not entitled to replacements as provided in clause 3.1*

- 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 actions.

- 3.5 Pursuant to clause 3.4, the Employer shall bear all the costs incurred, including medical expenses, for the duration of the relevant authorities' investigation in any event or despite any official finding or outcome.
- 3.6 In the event that the Employer opts not to have a replacement (FDW) as stated in clauses 3.1 and 3.2 when FDW(s) which matches the Employer's selection

¹ 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 in employment, or if the work permit is revoked under scenarios such as 3.2 a or b.

criteria is available, the Employer ***shall / shall not** be entitled to the refund of any part of the service fees (less costs incurred by the Agency) so paid to the Agency. [*To delete accordingly]

3.7 After a replacement has been accepted by the Employer, the Employer ***shall/shall not** be entitled to any refund of the replacement fee (if any) has been paid. [*To delete accordingly]

4. **Conditions for replacement/ transfer**

4.1 The Employer may request for a replacement after the FDW has worked for the Employer at least _____ *days/weeks but before the expiry of the replacement period which was agreed (set out *in the Services & Fees Schedule*). [*To delete accordingly] The grant of replacement is subject to the following:

4.1.1 The Employer agrees 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 other employer, unless the employer can show to the satisfaction of the Agency that the FDW is medically unfit to work as a domestic worker or has committed a criminal offence in Singapore.

4.1.2 For request of transfer, the Employer must sign the Consent to Transfer Form from the Work Permit Office to allow the FDW to seek employment with the new Employer.

4.1.3 The Employer must release the FDW to the Agency for _____ days for her to be interviewed and re-deployed. During this period, the employer shall bear the cost of providing the FDW with food and accommodation (at a rate of S\$_____ per day, (if applicable), in addition to the levy payable. Thereafter, the Agency shall bear the costs, until it finds a new employer for the FDW.

4.2 In the event of any fines or penalties imposed by the Immigration and Checkpoints Authority (ICA) and/or the Ministry of Manpower (MOM) if the FDW overstays due to any delay resulting from either the Employer's or the Agency's failure to complete the transfer of the FDW to the new Employer, the party at fault shall bear the costs.

4.3 The Agency will bring the replacement (FDW) into Singapore only when the existing FDW is successfully approved by the Work Pass Division for transfer to the new Employer.

4.4 In the event that the FDW seeks the protection of the Embassy of her home country, the Agency shall not be held responsible for the FDW's action.

- 4.5 The Agency reserves the right to arrange for a replacement subject to the selection of a new FDW by the Employer, in the event of delay or non arrival of the FDW due to death, injury, sickness, civil unrest, war or any acts of God or other circumstances beyond the agency's control.
- 4.6 The Employer reserves the right to reject the intended replacement and terminate this Agreement if the replacement does not fulfill Employer's selection criteria (based on the original selection criteria).

5. Refund Policy

- 5.1 The Employer shall be entitled to the following refunds of the service fee (if any) less the administrative charge from the Agency within _____ *week(s)/ month(s) if the Employer terminates the agreement orally, in writing or by conduct with the Agency in accordance to the following circumstances [*To delete accordingly]:

	Event	Administrative Charge
i	FDW Work Permit Application is rejected by the Ministry of Manpower due to no fault of the Agency	
ii	<i>Before</i> the submission of the Employers application to the Ministry of Manpower	
iii	<i>After</i> the submission of the application to the Ministry of Manpower	
iv	<i>After</i> the in-principle approval by MOM but <i>before</i> FDW arrives Singapore	
v	<i>After</i> the in-principle approval by MOM and <i>after</i> FDW arrives Singapore	

** Delete where appropriate.*

- 5.2 If the FDW withdraws from her application for whatever reason, the Employer shall be entitled to terminate this Agreement or re-select a substitute FDW at no additional cost.
- 5.3 Should the Employer decides to terminate the contract of the FDW prematurely and returns the FDW to the Agency, the Agency **shall** refund to the Employer any advance payment made in the form of placement fee within the period stated under Clause 5.1, on a pro-rated basis, based on _____ months of the FDW's salary and in accordance to Clauses 4.1, 4.2 and 4.3.
- 5.4 The Employer shall inform the Agency _____ *week(s)/ month(s) before the FDW's services is terminated and repatriated. [*To delete accordingly]

5.5 If the Employer terminates and repatriates the FDW, the Employer ***will/ will not** be liable for the Placement Fee of the FDW set out in clause 2.1 (ii) if this is still outstanding. [*To delete accordingly]

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 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 authorized 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 Should the Employer require the Agency to provide food and lodging for the FDW (under circumstances that do not violate the regulations and guidelines set by the Ministry of Manpower), the employer shall pay \$_____ per day (if any) to the Agency for provision of this service. [Delete clause if inapplicable]

6.5 The Employer shall be liable to pay the Agency a sum of S\$_____ (if any) for each counseling session at the *Agency's premise / Employer's residence, as requested by the Employer and conducted by the Agency. However, this sum is not payable if the Employer has previously made payment (set out in the *Services & Fees Schedule*). [*To delete accordingly]

6.6 The employer shall inform the Agency of the FDW's repatriation with the same period of notice given to the FDW for termination of employment, as that provided for in Clause 18 of the Employment Contract.

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**

All information provided by the Employer under this Agreement shall be kept strictly confidential and shall be used solely for the purpose of processing the Work Permit application of the FDW.

9. **Dispute Resolution**

9.1 Any dispute or complaint instituted by the Employer or the FDW during the currency of the employment contract shall be brought to the attention of the Agent in writing. Any counseling and or mediation between the parties shall be conducted during office hours at the Agency office.

9.2 **Third Party Mediation:** If the Agency is unable to resolve the grievance(s) of the Employer under Clause 9.1 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 CASE Mediation Centre or AEAS for mediation. The parties hereby agree to such procedures and to pay such fees as CASE Mediation Centre or AEAS may prescribe from time to time.

9.3 **Alternative Dispute Resolution Mechanisms:** If the dispute arising from this Agreement cannot be settled by mediation, either party may choose to bring the dispute before an arbitration panel provided by the relevant Accreditation Body or seek the assistance of the Courts.

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. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties or any of them in relation to the FDW and no party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.

14. Termination of Agreement

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

15. Miscellaneous

15.1 The Employer shall observe and comply with all laws and regulations and government policies (including but not limited to The Employment of Foreign Workers Act, The Immigration Act, The Immigration Regulations) which may be made from time to time.

15.2 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 (unless otherwise specified by the Agency).

IMPORTANT NOTES:

- i) The FDW is deemed to be in the custody and 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 the transfer approved by the Ministry of Manpower and handed over to the new employer.
- ii) The employer continues to pay all levies imposed by the relevant authorities until a transfer is approved or the work permit is cancelled in the prescribed manner.

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: _____

Signed for and on behalf of Agency
XYZ Employment Agency