

SERVICE AGREEMENT
BETWEEN EMPLOYER AND EMPLOYMENT AGENCY

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This Service Agreement (hereinafter referred to as the “Agreement”) is dated and made between:

EMPLOYMENT AGENCY’S DETAILS (HEREINAFTER REFERRED TO AS THE “AGENCY”)

Full Name of Employment Agency:	
Employment Agency License Number:	
Registered Business Address:	
Employment Agency’s Reference No:	

EMPLOYER’S DETAILS (HEREINAFTER REFERRED TO AS THE “EMPLOYER”)

Full Name of Employer:	
NRIC/ Passport Number:	
Address:	

The Agency and the Employer shall be collectively referred to as Parties.

Parties to this Agreement shall retain a signed copy of this Agreement.

Parties shall sign and acknowledge each page with their initial indicating their agreement to the terms set forth in this Agreement.

Parties agree and acknowledge that they have had the opportunity to seek independent legal advice prior to the signing of this Agreement and that their endorsement of this Agreement is done so without any coercions and/or under any form of duress and/or inducement.

Employer	Agency



1 **Appointment of Services**

1.1 The Employer appoints the Agency to obtain and/or secure the services of a Migrant Domestic Worker (hereinafter referred to as “MDW”) on the terms contained with this Agreement.

Term and/or Duration of the Agreement

1.2 This Agreement shall last a minimum period of two (2) years **OR** at the expiration/termination of the MDW’s work permit or the Employer’s work pass (if any).

1.3 The Agency shall Handover the MDW to the employer within ____ day(s) upon obtaining the “In-Principle Approval” issued by the Ministry of Manpower of Singapore (“**MOM**”) to bring the MDW into Singapore, subject to the conditions under Clause 3.4 Table 1.

2. **Fees Payment Charged on Employer**

2.1 In consideration for the Services provided by the Agency, the Employer shall pay the following fees as set out in the Services & Fees Schedule to the Agency:

a. Service Fees.

i. The Total Service fees of S\$_____ shall be paid without any delay whatsoever within ____ day(s) of the date of this Agreement to the Agency for the services rendered.

b. Placement Fee.

i. The Placement Fee of S\$_____ comprises Service Fee charged on the MDW by the Agency and Overseas Recruitment Costs incurred by the MDW overseas.

Service Fee charged on the MDW by the Agency S\$_____.

Overseas Recruitment Costs incurred by MDW S\$_____.

ii. The Employer agrees to pay the Placement fee of S\$_____ on behalf of the MDW which the Employer may contractually recover from the MDW in the form of repayment from her salary subject to terms and conditions in clause 5.6.

c. 3rd Party Costs:

i. The Employer agrees to pay the Agency of amount S\$_____ which had been incurred during the processing of hiring the selected MDW.

Employer	Agency

- 2.2 Before the Agency submits the Employer’s application to MOM, the Employer shall pay the EA either:
- i. *A deposit of S\$_____ (if any). The balance of S\$_____ shall be paid before the MDW reports for work/ duty; OR
 - ii. *All fees as enumerated in the Services & Fees Schedule of S\$ _____ in full as an advance payment.
- [*to delete accordingly]
- 2.3 Apart from the Agency Fees, the Agency confirms that there are no hidden or other costs or expense that the Employer shall be liable for except those, if any, under this Agreement.
- 2.4 All payments *shall/shall not be subjected to 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 ____ () replacement(s) of MDW from the Agency within a period of ____ () month(s) with effect from the issuance for work pass or levy start date, whichever is earlier, of the 1st MDW deployed. This is subject to the conditions below and those stated in clause 4 (Conditions for Replacement and Transfer).
- 3.2 Should the Employer elect to receive a refund instead of a replacement MDW, such election being recorded in Annex A to this Agreement, clause 3, and the sub-clauses therein, of the Agreement shall not apply. All other clauses of the Agreement shall apply with the necessary modifications.
- 3.3 The replacement(s) shall be subjected to the following:
- i. A new Services and Fees Schedule for replacement shall be signed.
 - ii. The replacement MDW shall be of the same nationality and selection criteria as the previous MDW unless both parties explicitly agree to the contrary. In the event that an Employer selects a replacement (MDW) whose nationality is different from that of the MDW to be replaced, the Employer shall have to pay the difference as prescribed in the Service & Fees Schedule if applicable.
 - iii. The replacement shall take effect within ____ month(s). After which time, if the Agency fails to provide a replacement, the Employer may choose to terminate this Agreement. The Agency fee of S\$_____ shall be refunded within ____ days.

Employer	Agency

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

<p>Table 1. Circumstances where employers are ENTITLED to replacements:</p> <ul style="list-style-type: none"> a) The MDW is refused entry into Singapore by the Immigration and Checkpoints Authority of Singapore (“ICA”). b) The MDW’s In-Principle Approval is revoked by the MOM. c) The issuance of a work permit to the MDW is incomplete. d) The MDW fails any entry requirements stipulated by MOM. e) MDW 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 MDW
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3.5 In the event that the MDW needs to be repatriated as a result of the circumstances stated in clause 3.4, the Agency shall be responsible for and bear the cost of repatriation of the MDW to the international port of entry that affords her reasonable access to her hometown within her own country.

3.6 If there are any disputes over the international port of entry within the MDW’s home country to which the MDW is to be repatriated, parties agree that the dispute shall be brought to the Controller of Work Pass in MOM for the dispute to be resolved.

3.7 Under the circumstances depicted in Table 2, the Employer shall not be entitled to a replacement as provided in clause 3.1.

<p>Table 2. Circumstances where employers are NOT ENTITLED to replacements:</p> <ul style="list-style-type: none"> a) The Employer is found to have breached any Work Permit Conditions. (To be determined and proven by the relevant authorities). b) The Employer terminates and repatriates the MDW without the Agency’s prior knowledge and consent. c) If the MDW dies from any mishap or accident as a result of the employer’s actions. d) If the MDW seeks the assistance of MOM and/or the embassy of the MDW’s home country as a result of the Employer’s wrongful actions. (To be determined and proven by relevant authorities)

3.8 Pursuant to clause 3.7, 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.

<p>Under the Employment Agencies Licensing 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 3.4 Table 1.</p>
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Employer	Agency

- 3.9 After two (2) replacement MDWs have been accepted by the Employer and from the date of issuance of work permit for the 2nd replacement MDW and/or the date that levy starts accruing for the 2nd replacement MDW, the Employer is not entitled to a refund of any and/or all of the Service Fees (as stated in the Service and Fees Schedule) paid for a 3rd replacement MDW.
- 3.10 For the avoidance of doubt, in the event a third (3rd) replacement MDW is accepted by the Employer and the Employer has paid any and/or all of the Service Fees (as stated in Clause 3.9), the Agency is not required to refund any and/or all of the said fees paid by the Employer.

4. Conditions for Replacement / Transfer

- 4.1. The employer may request for a replacement after the MDW has worked for the Employer for a minimum of ____ days but before the expiry of the replacement period.
- 4..2 The grant of replacement is subject to the following:
- i. The Employer agrees to transfer the MDW to a new employer specified by the Agency and will not in any way prevent the MDW’s transfer or opportunity to seek re-employment with the new employer, unless the employer can show to the satisfaction of the Agency that the MDW is medically unfit to work as a domestic worker or has committed a criminal offence in Singapore. For the avoidance of doubt the onus of proving any assertions is on the Employer and the Employer shall bear any and/or all costs incurred in furnishing any such evidence.
 - ii. For the processing of a transfer, the Employer is to provide the Agency with an endorsed and/or digitally signed Authorisation Form for Transfer and the Consent to Transfer Form from the Work Pass Division of MOM to allow the MDW to seek employment with the new Employer and for any and/or all Work Pass transactions.
 - iii. The Employer must avail the MDW to the Agency for twenty-one (21) days for her to be interviewed and re-deployed to a new employer. During this period, the employer shall bear the cost of providing the MDW with food and accommodation at a rate of \$_____ per day, (if applicable), in addition to the levy payable. Thereafter, the Agency shall bear all further costs, till a new employer is found for the MDW.
 - iv. If the Agency is unable to transfer the MDW after twenty-one (21) calendar days, the Agency shall inform the Employer within seven (7) calendar days, in writing, that the Employer remains legally responsible for the MDW, and that the Employer has the right and obligation to cancel the work permit and repatriate the MDW.
 - v. The Employer and/or the Agency shall not repatriate the MDW in the event there are any monies owed to the MDW for any salary arrears and/or any compensation payable in any such claims arising from namely but not limited to the Employment Act (Cap. 91) or the Work Injury Compensation Act (Cap. 354).
 - vi. In the event that the Agency requires further extension of time for the transfer of the MDW, the Agency shall obtain a written consent from the Employer for the extension.

Employer	Agency

- 4.3 In the event of any fines or penalties imposed by the ICA and/or the MOM for the overstay of the MDW due to any delay arising from either the Employer's or the Agency's failure to complete the transfer of the MDW to the new Employer, the party at fault shall bear the all costs solely.
- 4.4 In the event that the MDW seeks the protection of MOM, a Non-Governmental Organization or the Embassy of the MDW's home country, the Agency may assist in resolving the matter but shall not be held liable or responsible for the MDW's action(s).
- 4.5 The Agency reserves the right to arrange for a replacement subject to the selection of a new MDW by the Employer, in the event of delay or non-arrival of the MDW 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 fulfil the Employer's selection criteria (based on the original selection criteria).

5. Refund Policy

5.1 Refund of Service Fees

- i. The Employer shall be entitled to a refund of the Service Fees less the administrative charge and the food and accommodation costs incurred by the Agency within _____ working day(s) if the Employer terminates the Agreement in writing with the Agency in or for the following circumstances:

	Pre-Deployment Event	Administrative Charge
i	<i>Before</i> the submission of the Work Permit application to MOM	
ii	<i>After</i> the submission of the Work Permit application to MOM	
iii	<i>If</i> the application is rejected by MOM	
iv	<i>After</i> the In-Principle Approval by MOM but <i>before</i> MDW arrives Singapore	
v	<i>After</i> the In-Principle Approval by MOM and <i>after</i> MDW arrives Singapore	
vi	<i>After</i> the In-Principle Approval, by MOM, relating to MDW on transfer	
vii	<i>If</i> the Service Agreement is terminated by Employer under clause 3.4 Table 1	

- ii The Employer shall be entitled to a refund of the Service Fees less the administrative charge and the food and accommodation costs incurred by the Agency if the Employer terminates (including but not limited to the cancellation of work pass issued for or the request for a transfer of the MDW deployed) the Agreement in writing with the Agency within 14 working days as follows:

	Post-Deployment Event	Refund Eligibility
i	The MDW resigns or the Employer terminates the MDW within 6 months* because the MDW has not performed the job scope stipulated in the Job Offer.	50%
ii	The Employer terminates the MDW within 6 months* because the MDW has breached statutory provisions and/or work permit conditions.	50%
iii	The Employer or his or her household members have breached any statutory provisions or have allegedly committed an offence against the MDW.	No Refund
iv	The MDW was hired as a caregiver and caregiving is no longer required (e.g. the person being cared for has passed away or alternative care arrangements have been made).	No Refund
v	The Agency has been denied the opportunity to speak with the Employer and the MDW prior to the termination of the MDW's employment.	No Refund
vi	The MDW resigns within 6 months* as the job scope is beyond that stipulated in the Job Offer.	No Refund
vii	The MDW was repatriated without agency's knowledge and/or consent.	No Refund

*The 6-month timeline commences from the date of issuance of the work permit or the date the levy starts accruing, whichever is earlier, to the date the Employer releases the MDW, who is certified to be physically and mentally fit for work, to the Agency for the transfer.

- 5.2 The Employer shall be entitled to terminate this Agreement and re-select a substitute MDW, at no additional cost, should the MDW withdraw her application to the Agency prior to the MDW's arrival in Singapore.
- 5.3 The Employer shall not be entitled to a refund in the event there are changes to the scope of work stipulated in the Job Offer that has not been agreed upon prior to the deployment of the MDW.
- 5.4 The Employer shall not be entitled to a refund of any service fees if the Employer is found to have breached any rules and regulations prevailing in Singapore at the time, including but not limited to the Employers' conduct in relation to any and/or all aspects of the MDW's employment.

Employer	Agency

5.5 Refund of Placement Fee

- i. Should the Employer or MDW terminate the employment of the MDW and/or should the MDW return or be returned by the Employer to the Agency, the Agency shall refund to the Employer any advance payment made in the form of Placement Fee, on a pro-rated basis, within _____ day(s).
- ii. The Employer agrees not to prevent or hinder the MDW’s transfer or opportunity to seek re-employment with a new employer, unless the Employer can show, to the satisfaction of the Agency, that the MDW is medically unfit to continue work as a domestic worker or has committed a criminal offence in Singapore. For the avoidance of doubt, the onus of proving any assertion(s) falls on the Employer and the Employer shall bear any and/or all costs incurred in or incidental to the furnishing of any and/or all such evidence.

5.6 In the following cases, the Agency and Employer shall share the settlement of the outstanding placement fee in the following manner within _____ day(s) (not exceeding 30 days).

	Description	Agency %	Employer %
i	The MDW is found have breached work permit conditions by the relevant authorities to and/or is unable to be employed		
ii	The MDW has been transferred and/or assigned to a different employment agency and/or Employer by MOM and/or an NGO and/or the Singapore Police Force (SPF).		
iii	The Employer is found to have breached work permit conditions by the relevant authorities		
iv	The MDW is not found (i.e. has run away or is uncontactable) and/or is unwilling to continue employment in Singapore.		
v	The Employer terminates and repatriates the MDW without the knowledge and/or consent of the Agency		
vi	The MDW fails and/or is unwilling to return to Singapore after home leave granted by the Employer		
vii	The MDW fails or is unable to return to Singapore after an overseas trip on which the MDW accompanies the Employer		

- 5.7 The Employer shall inform the Agency within _____ day(s) before the MDW’s employment is terminated and/or the MDW is repatriated.
- 5.8 If the Employer decides to terminate the services of the MDW, the Employer must inform the Agency for the settlement of any outstanding issues between the MDW and Agency.
- 5.9 If the Employer terminates this Agreement and/or repatriates and/or transfers the MDW to a different employer using the services of a different employment agency when the Placement Fee set out in clause 2.1(b) remains outstanding, the Employer shall not be entitled to a refund the balance of the Placement Fee.

Employer	Agency

6. Special Provisions

- 6.1 The Agency shall exercise reasonable care and diligence in ensuring the accuracy of all personal information given in the bio-data of the MDW.
- 6.2 The Agency shall furnish the Employer with the employment history of the MDW and ensure that the most updated information is made available to the Employer during the selection process.
- 6.3 The Agency shall obtain a print-out from MOM which the Employer shall acknowledge in writing.
- 6.4 The Agency shall provide the Employer with a copy of the MDW’s medical examination records at the point of the MDW’s first arrival in Singapore. This shall not be applicable to a migrant domestic worker who has been working and/or residing in Singapore.
- 6.5 The Agency shall reasonably ensure that the MDW arrives as scheduled but shall not be liable for any claims made by the Employer for consequential loss or delay.
- 6.6 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 MDW and to observe and determine the performance of the MDW’s obligations to the Employer and/or Agency.
- 6.7 Should the Employer require the Agency to provide food and lodging for the MDW (under circumstances that do not violate the regulations and guidelines set by the MOM), the employer shall pay S\$ _____ per day, (if applicable) to the Agency for provision of this service.
- 6.8 The Agency shall charge in advance _____ days for food and lodging on return of the MDW to the Agency’s office. These costs shall not be recovered from the MDW and are non-refundable. [Delete clause if inapplicable]
- 6.9 Should the Agency agree to provide accommodation and food for the MDW as stated in clause 6.7, the Employer shall remain legally responsible for the MDW. This shall include but is not limited to bearing the costs of the MDW's medical expenses.
- 6.10 Prior to providing accommodation and food for the MDW, the Agency shall inform the Employer that the Employer remains legally responsible for the MDW and any costs incurred shall be borne solely by the Employer.
- 6.11 The Employer shall be liable to pay the Agency a sum of S\$_____ (if any) for each counselling session at the *Agency’s premise / Employer’s residence, if requested by the Employer and conducted by the Agency. This sum shall not be payable if the Employer has previously made payment (set out in the Services & Fees Schedule). [*To delete accordingly]
- 6.12 The employer shall inform the Agency of the MDW’s repatriation with minimally the same period of notice given to the MDW for termination of employment, as that provided for in the Employment Contract.
- 6.13 The Agency shall have reasonable access to MDW to check on her well-being by way of phone call or in-person or any such manner in which the Agency deems fit. The Employer shall not withhold access to the Agency to visit the MDW during the first three (3) months of deployment of the MDW with the Employer.

Employer	Agency

7. Renewal of Contract

- 7.1 At the completion of the two years of service by the MDW, this Agreement shall be renewed if the Employer notifies the Agency, in writing, that the Employer wishes to renew this Agreement and pay the prevailing service fee at the time of renewal.
- 7.2 This Agreement shall be deemed to have been terminated if the Employer does not notify the Agency in such manner and/or if the Agency does not receive the fees stipulated in clause 7.1 for the extension of the Agreement.
- 7.3 Upon deemed termination, the Agency shall immediately and irrevocably be discharged from any and/or all responsibilities and obligations under this Agreement.
- 7.4 The Employer shall thereafter be wholly responsible for the MDW while she remains in Singapore.

8. Force Majeure

- 8.1 In the event that any party is 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, changes in any countries’ policies that affect the Agency, Employer or any MDW and/or 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.

9. Confidentiality

- 9.1 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 MDW.

10. Dispute Resolution

- 10.1 Any dispute or complaint instituted by the Employer or the MDW during the Employment Contract shall be brought to the attention of the Agent and/or the Agency in writing. Any counselling and or mediation between the parties shall be conducted during office hours at the Agency’s current office.
- 10.2 If the Agency is unable to resolve the grievance(s) of the Employer under Clause 11.1 or if parties are unable to resolve any dispute between them with respect to this Agreement, the parties shall refer the grievance(s) or dispute to **Association of Employment Agencies (Singapore)**. The parties hereby agree to such proceedings and shall pay such associated fees respectively as Association of Employment Agencies (Singapore) may prescribe and/or require from time to time.
- 10.3 In the event the Employer owes any monies whatsoever to the Agency pursuant to this Agreement, including but not limited to those specified in clause 2 of the Agreement (the **“Outstanding Amount”**) for a period longer than fourteen (14) days, the Agency is entitled to charge an interest of the maximum amount permissible by law in the Republic of Singapore on the Outstanding Amount (the **“Interest”**).

Employer	Agency

10.4 Parties agree that the Agency is entitled to engage the services of a law firm and/or lawyers to recover the Outstanding Amount and the Interest. Any and/or all costs incurred, including but not limited to the engagement of a law firm and/or lawyers, by the Agency for the recovery of any and/or all monies, including but not limited to the Outstanding Amount and the Interest, shall be borne solely by the Employer.

11. Precedence to Other Agreement

11.1 In the event of there being any inconsistency between the terms of this Agreement and the terms of any other agreement 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. For the avoidance of doubt the terms contained in this Agreement shall supersede any and/or all other prior agreement between parties.

12. Severability of Provision

12.1 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.

13. Third Party Rights

13.1 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.

14. Entire Agreement

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

15. Termination of Agreement

15.1 Any party intending to terminate this Agreement shall provide no less than _____ day(s) prior notice to the other party.

15.2 The Agency shall be able to exercise the right to terminate this contract should the Employer fail to provide necessary documents sufficient for work permit application within _____ days from the date of confirmation and will refund the service fee less the administrative charges set out in Clause 5.1.

16. Miscellaneous

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

16.2 In the event the Employer is required to give any notices and/or pay any fees, the Employer shall be solely responsible for the discharge its obligation.

Employer	Agency

- 16.3 The Employer shall be responsibility for any and/or all actions and costs in relation to the transportation of the MDW from or to the premises of the Agency for any and/or all reasons pertaining to the deployment, employment, transfer, re-deployment of the MDW and/or counselling.
- 16.4 The Agency shall not be held liable for any and/or all losses and/or damages suffered by the Employer in relation to the work and obligations carried out by the MDW for the Employer.

IMPORTANT NOTES:

- i. The MDW is deemed to be in the custody and the responsibility of the Employer at all times until such time as the work permit is cancelled and the MDW is repatriated, or until a transfer approved by the MOM and the MDW is 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.
- iii. The Employer undertakes to pay for the Stay-Home Notice and related COVID-19 test costs involved.
- iv. The Employer shall be provided with a link to the Tripartite Guidelines on Fair Employment Practices (“**TGFEP**”) in the event there are any changes on the prevailing guidelines via email.
- v. Reference to work pass conditions: <https://www.mom.gov.sg/-/media/mom/documents/services-forms/passes/wpsspassconditions.pdf>
- vi. Reference to rest days and MDW’s well-being: <https://www.mom.gov.sg/passes-and-permits/work-permit-for-foreign-domestic-worker/employers-guide/rest-days-and-well-being>

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 Agreement herein, set their signatures below.



Signature of Employer


Employer
NRIC / FIN / Passport No.
Date

Signed for and on behalf of Agency

Name of EA Personnel
EA Reg. No.
Date

Employer	Agency

SERVICES & FEES SCHEDULE FORM A

PART A: Particulars of the MDW Selected		Nationality:		Date:	
Name of MDW:		Basic Salary:	Rest Day Comp:		Gross Salary:
		Passport No:			
PART B: Service Fee S\$					
PART C: 3rd Party Costs					Total Service Fees:
Payment of Total Service Fees and Total 3rd Party Costs shall be made as follows:					Total 3rd Party Costs:
1 Deposit - On confirmation of MDW through Biodata : _____					Total Service Fees +
2 Final Payment - When the MDW reports for work : _____					3rd Party Costs:
PART D: Placement Fees S\$					
Payment of Total Placement Fees shall be made as follows:					Total Placement Fees:
1 Deposit - On confirmation of MDW through Biodata : _____					Combined Total:
2 Final Payment - When the MDW reports for work : _____					
Replacement Notes:					
Payment Instructions:					
Confirmation By Employer					Prepared by EA Personnel:
I confirm the MDW named in Part A and agree to pay the various fees stated in Parts B, C and D.					
Signature of Employer:		Employer Name			EA Reg No.:
					Signature of
		NRIC / FIN			EA Personnel:

ANNEX A

1. Option for Refund of Fees or Replacement MDW

- a. Employer has opted for a refund of the fees as stipulated in the Services & Fees Schedule in lieu of a replacement MDW being provided by the Agency and subject to paragraphs 5 and 6 herein.

OR

- b. Employer has opted for a replacement MDW to be provided by the Agency in lieu of a refund of the fees stipulated in the Services & Fees Schedule.

2. Further to paragraph 1b. herein, the Agency shall provide a replacement MDW within six (6) months from the date of issuance of work permit or the date that levy starts accruing, whichever is earlier. For the avoidance of doubt, the six (6) month period is as follows:

- a. Start Date: _____ (to be filled)
- b. End Date: _____ (to be filled)

- 3. The Employer shall hand over the MDW to the Agency within 30 days from the date of the Employer’s written notice to the Agency to terminate the employment of the MDW for any and/or all refunds under the Agreement and/or this annexure to be processed.
- 4. In any event, the Employer shall hand over the MDW to the Agency before the expiry of the six (6) month period stated herein at paragraph 2 for any and/or all refunds under the Agreement and/or annexure to be processed.
- 5. Any and/or all refunds under the Agreement and/or this annexure shall be processed within _____ working days from the date that the Agency acknowledges, in writing, that the Employer has handed over the MDW to the Agency.
- 6. For the avoidance of doubt, the following 3rd Party Costs are non-refundable and shall be excluded from the Refund Policy:
 - a. MOM Application & Issuance Fee;
 - b. Insurance – MI & Personal Accident;
 - c. Security Bond / BG;
 - d. SIP;
 - e. Pre-Employment Medical in Singapore; and
 - f. Mandated cost by Source Country Government that shall be borne by Employer.
 - g. Air Ticket Cost

Employer	Agency