

**STANDARD SERVICE AGREEMENT  
BETWEEN 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 \_\_\_\_\_ and made between:

- (1) Full Name of Employment Agency ("Agency") : \_\_\_\_\_  
Licence Number : \_\_\_\_\_  
Registered Business Address : \_\_\_\_\_
- (2) Full Name of Employer ("Employer") : \_\_\_\_\_  
NRIC / Passport Number : \_\_\_\_\_  
Address : \_\_\_\_\_

It is hereby agreed 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 Service & 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 **\*12 months** or the validity of the work permit whichever is shorter, and subject to the clause 3-5 on Replacement and Refund.
- 1.3 The Agency shall handover the FDW to the employer within: \* **90 day** (s) after obtaining the "letter of notification to bring FDW into Singapore" by Ministry of Manpower, subje to the conditions under Clause 3.1, Table 1. The Agency and Employer shall check against the "Handling and Taking-Over Form" during the handling / taking-over process.

**2 Fee Payment**

2.1 In consideration of the services to be provided by the agency, the employer shall pay the following Fees Schedule:

- i. Service Fee Charged on Employer  
Total Service Fee of S\$ \_\_\_\_\_ shall be paid to the Agency for the service 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 t<sup>1</sup> amounting to S\$ \_\_\_\_\_
2. Personal Loan incurred by FDW overseas amounting to S\$ \_\_\_\_\_
- b. The Employer agree to pay the placement fee of S\$ \_\_\_\_\_ on the behalf of the FDW which the Employer may recover from the FDW as determined in the employment contract.

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**EMPLOYER'S SIGNATURE**

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**AGENT'S SIGNATURE**

<sup>1</sup> 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.

2.2 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 Service 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 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:

- 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.

3.3 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. <sup>2</sup>

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 **Service Fee**.

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 Fee 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 fee 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 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. (The employer shall bear the cost of providing the FDW with food and accommodation ( at a rate of \$15 per day, in addition to the levy payable). Thereafter, the Agency shall bear the costs, until it finds a new employer for the FDW. 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.** If the Employer terminates and repatriates the FDW, the Employer **will be liable** for the Placement Fee of the FDW set out in clause 2.1 (ii) if **this is still outstanding**.

4.1.4 In the case of **investigation by government authorities due to breach of employment / work permit condition by the Employer.** Agency reserves the rights to stop any replacement (if any) / balance refund (if any) to the Employer until the investigations are over. (The employer shall bear the cost of providing the FDW with food and accommodation ( at a rate of \$15 per day, in addition to the levy payable).

4.1.5 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 different selection criteria, the Employer shall have to pay the difference in the prescribed package and replacement fee.

4.1.6 The replacement shall effect within **6 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.

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 charge on him as stipulated in Clause 2.1(i) and **Pro-Rated** % of placement fee paid to the Agency.

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**EMPLOYER'S SIGNATURE**

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**AGENT'S SIGNATURE**

<sup>2</sup> 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 in situations explained under 3.2.

**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 **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 Agency.

5.1.2 The employer must use the service of \_\_\_\_\_ for a minimum period of 270 days of employment. (Actual employment of FDW can be accumulated with all replacement under same employer.) **Upon premature termination of such service, there shall be an administration fee surcharge of \$500. AFTER: 1st Replacement = \$300 charge, 2nd Replacement = \$100 charge, 3rd Replacement = \$0 charge**

5.1.3 If the Employer terminates the agreement in writing with the Agency, the employer shall entitled to a refund of the Services Fee (if any) less the administrative charge (as stipulated in the table below) from the Agency within **1month(s)** as listed below.

NO	Event	Administrative Charge
i	<b>Before</b> the submission of the Work Permit application to Ministry of Manpower, (MOM)	<b>FULL PACKAGE FEE</b>
ii	<b>After</b> the submission of the Work Permit application to Ministry of Manpower, (MOM)	<b>FULL PACKAGE FEE</b>
iii	<b>If</b> the FDW Work Permit application is rejected by Ministry of Manpower, (MOM)	<b>FULL PACKAGE FEE</b>
iv	<b>After</b> the Letter of Notification by MOM but <b>before</b> FDW arrives Singapore	<b>FULL PACKAGE FEE</b>
v	<b>After</b> the Letter of Notification by MOM and <b>after</b> FDW arrives Singapore	<b>Full Service Fee + Full Placement Fee + Air Ticket</b>
vi	<b>After</b> the Letter of Notification by MOM, relating FDW on transfer	<b>FULL PACKAGE FEE</b>

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 Employer returning to the Agency and agrees 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.

SN	Description	% of services fee charged to the Employer	% of outstanding placement fee paid by the Employer (if applicable)
i	FDW is successfully transferred to another	0%	Pro-rated

5.2.2 The refund shall be effect within **4 week(s)** from the date of termination of the FDW or the date 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 (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%	Pro-Rated
ii	FDW has been assigned to another Agency by MOM	0%	0%
iii	FDW goes to another agency (not assigned by MOM)	0%	0%

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EMPLOYER'S SIGNATURE

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AGENT'S SIGNATURE

- 5.3.2 The refund shall be effected within **4 week(s)** from the end of the waiting period stipulated in clause 4.1.2 / the date the FDW is assigned to another agency by MOM / the date the Agency is informed that the FDW 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 cost 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 reasonable 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 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 obligation 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 **\$20.00** per day to the Agency for provision of this service. These costs cannot be recovered for 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 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 counselling services, the Employer shall be liable to pay the Agency a sum of S\$ **50.00** for each counselling sessions at the **Employer's residence**.
- 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 employment history of the FDW. The Agency shall obtain such information from Ministry of Manpower and ensure that the most updated information is made available to employer during 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 **Case Trust**.
- 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 / Case Trust / Small Claim Tribunals**.

## 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 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.

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EMPLOYER'S SIGNATURE

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AGENT'S SIGNATURE

**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 **30 day(s)** prior notice to the other party.

**14 Miscellaneous**

14.1 The Employer shall observe and comply with all laws in force in Singapore affecting this Agreement, including but no 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 counselling

**IMPORTANT NOTES:**

- I) The FDW is deemed to be the responsibility of the employer at all times from the date' of handing over form 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 parts having read and understood the terms and conditions of this contract hereunto set their signatures below.

\_\_\_\_\_

Signature of Employer

Name : \_\_\_\_\_

NRIC : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_

Signed for and on behalf of Agency

Agency License No.

Date : \_\_\_\_\_