



LICENCE TO OPERATE AN EMPLOYMENT AGENCY
The Employment Agencies Act (Chapter 92)



PARTICULARS OF LICENSEE

Licence No. : **15C7788**

Licensee : **WE ARE CARING PTE. LTD.**

Business Registration No. (UEN) : **201507515R**

PARTICULARS OF LICENCE

Licence Type : **COMPREHENSIVE (ALL)**

This licence is valid only in respect of the following specified type(s) of employment:

(a) All types of workers

Period of validity of licence : **04/12/2021 to 03/12/2024**

The licensee is hereby licensed to carry on the employment agency or employment agencies named below at the following place(s) of business, and branch(es) thereof:

WE ARE CARING PTE. LTD.

Office Operating Address(es) :

**304 ORCHARD ROAD
#02-06 LUCKY PLAZA
SINGAPORE 238863**

Branch Address(es):

This electronic licence, granted by the Commissioner for Employment Agencies, authorises the Licensee to carry on an employment agency. This licence is subject to the provisions of the Employment Agencies Act, Chapter 92, the Employment Agency Rules 2011 made thereunder, and the Conditions specified in Annex B attached hereto. The Commissioner for Employment Agencies may at any time vary or revoke any of the existing conditions specified hereto or impose new conditions. This licence may be suspended or revoked at any time and, unless suspended or revoked, shall be valid for the period specified herein.

To confirm the authenticity of this electronic licence, please visit the Ministry of Manpower's internet website at www.mom.gov.sg/eadirectory

COMMISSIONER FOR EMPLOYMENT AGENCIES
MINISTRY OF MANPOWER, REPUBLIC OF SINGAPORE

This is an electronic licence. No signature is required



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BRANCH(ES) OF EMPLOYMENT AGENCY

Licence No.: **15C7788**

Address of Branch(es) :

36 CARPENTER STREET
#4-M CARPENTER HAUS
SINGAPORE 059915

EA Licence Conditions for Comprehensive Licence

General

1. (a). All categories of Comprehensive Licence shall not cover any work or activity for or in connection with placing a foreigner in a training program, or obtaining a training employment pass or a training work permit for the foreigner.

(b). Comprehensive Licence (Local) shall not cover any work or activity for or in connection with the employment of one or more foreigners in any capacity.

(c). Comprehensive Licence (Non-Foreign Domestic Worker) shall not cover any work or activity for or in connection with the employment one or more foreigners as foreign domestic workers in any capacity.

2. The licensee shall operate his employment agency in accordance with the Employment Agencies Act (Cap 92), Rules and the conditions of this licence.

3. The licensee shall obtain the written approval of the Commissioner for Employment Agencies prior to any change of key appointment holders of the employment agency. The licensee shall also inform the Commissioner of any change in registration details made with the Accounting and Corporate Regulatory Authority (ACRA).

4. (a) The licensee shall ensure that the full name and licence number of his employment agency are stated in:

(i) any signboard bearing the name of the employment agency and is visible to the public;

(ii) any document issued or sent to any other party in the course of the employment agency's performance of any function as an employment agency (including but not limited to invoices, receipts, service agreements, employment contracts and correspondence (whether electronic or otherwise));

(iii) any advertisement publicizing any work or activity for or in connection with the employment of persons (such as but not limited to the employment agency's website, name cards, pamphlets and publicity material published on any social media platform); and

(iv) any advertisement (whether electronic or otherwise) distributed to the public by any other person on the licensee's behalf.

(b) The licensee shall ensure that:

(i) any document referred to in Licence Condition #4(a)(ii) contains the full name and registration number of any employment agency personnel involved in that particular matter, as stipulated in the employment agency personnel's registration card; and

(ii) any advertisement referred to in Licence Condition #4(a)(iii) or (iv) above which makes reference to any specific employment agency personnel, contains the full name and registration number of the employment agency personnel, as stipulated in the employment agency personnel's registration card.

5. The licensee shall not, unless with the applicant's written consent, directly or indirectly give, divulge or reveal to any persons any information whatsoever regarding any applicant of the employment agency, which information the agency acquired or requested the applicant to provide in the course of their employment agency work. 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 Ministry of Manpower, Immigration officers or any other public officer.

6. The licensee shall provide information, documents and statements which are true and correct as and when required by the Ministry of Manpower.

6A. (a) The licensee shall take all reasonable measures to ensure that all his staff and partners or directors report any breach of any of the following Acts of Parliament and their related subsidiary legislation of which they are aware, by any person placed by the licensee, or by any employer with whom the licensee has placed a person, to the licensee, if the breach is committed in connection with any employment pursuant to a placement by the licensee.

Employment Agencies Act

Employment of Foreign Manpower Act

Employment Act

Work Injury Compensation Act

(b) The licensee shall report to the Ministry of Manpower, any breach stated in Licence Condition #6A(a), of which

he is aware (whether personally or which has been informed to him pursuant to Licence Condition #6A(a)).

Employment of Foreign Employees

7. The licensee shall ensure that all foreigners brought into Singapore for any purposes of work meet all the prevailing entry requirements imposed on the foreigner by the Ministry of Manpower.

8. (a) **In the course of promoting his services**, if the licensee or employment agency personnel wishes to inform any prospective applicant for foreign employee any fees or costs which are payable by the prospective applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the prospective application, such as but not limited to security bond, foreign employee insurance and safety courses, whether in itself or together with other fees payable by the prospective applicant for foreign employee, he shall ensure that he does not misrepresent such fees or costs, and shall provide the breakdown of each such fee or cost to the prospective applicant for foreign employee in writing.

(b) Notwithstanding Licence Condition #8(a), **when the services of the licensee have been engaged** by any applicant for a foreign employee, the licensee shall sign a written agreement with the applicant for foreign employee, which shall state accurately and clearly the breakdown of each fee or cost payable by the applicant for foreign employee to comply with any legal or administrative requirements imposed by MOM in respect of the application.

9. The licensee shall obtain written authorization from any applicant for foreign employee or any current employer of foreign employee, in the form as may be prescribed by the Commissioner, prior to performing any form of work pass transactions with the Ministry of Manpower on his behalf.

9A. Where an employer so requests, the licensee shall take all necessary steps to ensure that the foreign employee's copy of the In-Principle Approval letter, in its entirety as furnished by the Ministry of Manpower, is sent to the foreign employee within a reasonable time prior to the foreign employee's departure for Singapore. The licensee will be regarded to have taken all necessary steps if the licensee can provide sufficient evidence that the foreign employee's copy of the in-principle approval, in its entirety as furnished by the Ministry of Manpower, has been sent to the foreign employee.

10. The licensee shall not enter into agreements with the foreign employee to retain and/ or transfer the passport or work pass of that foreign employee except for the purpose of procuring employment for the foreign employee.

11. (a) Subject to Licence Condition #11(b), the licensee shall, within a timeframe stipulated by the Ministry of Manpower, repatriate and bear the full cost of repatriating any foreigner brought into Singapore by the licensee to the international port of entry that affords him reasonable access to his home town within his home country if a work permit is not issued, or if a work permit is revoked for contravention of Licence Condition #7, or if the foreigner is not placed in employment. The licensee shall not require or cause the foreigner to bear all or part of the repatriation cost. In the event of any dispute about the international port of entry to which the foreign employee shall be repatriated, the dispute shall be referred to the Commissioner, whose decision shall be final.

(b) The employment agency may repatriate the foreigner to a destination other than his home country:

(i) if the foreigner so requests, and the Commissioner is informed by the employment agency of the employment agency's intention to do so, before the repatriation occurs; or

(ii) if the Commissioner so determines.

11A. Unless requested by the Controller of Immigration or Ministry of Manpower, the licensee shall not repatriate or aid to repatriate the foreign employee without first taking reasonable steps to ensure that such repatriation would not frustrate or deny any statutory claim that has been filed or is intended to be filed by the employee for salary arrears under the Employment Act or work injury compensation under the Work Injury Compensation Act. Employment of Foreign Domestic Workers (FDW)

12. The licensee shall be responsible for the upkeep and maintenance of any FDW brought in by the agency prior to the issuance of the work permit including the provision of acceptable accommodation, medical treatment and food. The licensee shall not require or cause the FDW to bear all or part of the cost associated with her upkeep and maintenance.

13. The licensee shall furnish the prospective applicant for FDW with the employment history of any FDW. The licensee shall obtain a print-out of the employment history from the Work Permit Online (WPOL) electronic application service of the Ministry of Manpower and ensure that the most updated information is made available to the prospective applicant for FDW during the selection process. The licensee shall not in any way make any additions or alterations to the print-out and the information contained therein. The licensee shall retain a written

acknowledgement, on the printout, from the prospective applicant for FDW of the receipt of the information. The licensee shall not disclose the information to any other person except the prospective applicant for FDW.

13A. Prior to the deployment of the FDW to the employer, the licensee shall ensure that the safety agreement between the employer and any FDW engaged through the agency, in the form as may be prescribed by the Commissioner, is explained, agreed, signed and retained by the FDW and employer.

13B. Where the FDW was recommended or matched by the licensee to the prospective applicant for FDW, the licensee shall, prior to the application of a work permit for the FDW, furnish the prospective applicant for FDW the full biodata of the FDW in the form as may be prescribed by the Commissioner.

14. (a) The licensee shall furnish the Commissioner, in the form as may be prescribed by the Commissioner, with a list of all premises, used to house any FDW under the care of the employment agency.

(b) The licensee shall inform the Commissioner of any addition of any such premises within 5 working days of using the premises.

(c) The licensee shall inform the Commissioner when the employment agency ceases to house any FDW at any of the premises within 30 working days of the cessation.

15. (a) In the event that an employer returns his FDW to the licensee with the view of transferring the FDW out of his employment, the licensee shall inform the employer, in writing, prior to providing food and accommodation for the FDW, that the employer remains legally responsible for the FDW.

(b) After 21 calendar days from the time the licensee started providing food and accommodation for the FDW pursuant to Licence Condition #15(a), the licensee shall inform the employer within 7 calendar days, in writing, that the employer remains legally responsible for the FDW and that the employer has the right to cancel the work permit and have the FDW repatriated, if the FDW's work permit is still not cancelled.

16. The licensee shall sign a written service agreement with each applicant for a FDW. The written service agreement (hereafter referred to in this clause as the 'agreement') shall minimally contain the following

Validity period

a) The agreement shall state its period of validity.

Breakdown of fees and taxes

b) The agreement shall provide a clear breakdown of the fees and taxes paid by the applicant for FDW. The breakdown shall include, if applicable:

(i) the amount of fees paid by the applicant for FDW;

(ii) the amount of Goods and Services Tax paid; and

(iii) any amount of fees paid upfront by the applicant for FDW on behalf of the FDW (which the applicant for FDW may contractually recover from the FDW).

Refund of fees

c) The agreement shall state whether fees paid will be refunded in the following circumstances:

(i) if the FDW has not been placed with the applicant for FDW;

(ii) if the FDW has been placed with the applicant for FDW and if the applicant for FDW terminates the services of the FDW before the expiry of her Work Permit resulting in the transfer of the FDW to another employer;

(iii) if the FDW has been placed with the applicant for FDW and if the applicant for FDW terminates the services of the FDW before the expiry of her Work Permit and the FDW is not transferred to another employer;

(iv) if a replacement FDW has been provided to the applicant for FDW;

(v) if the applicant for FDW opts not to request for a replacement; and

(vi) if the applicant for FDW opts not to accept the replacement where one is provided.

d) The agreement shall state any circumstances in which a refund will not be provided or any terms and conditions that the applicant for FDW would need to abide by in order to qualify for a refund.

e) If the agreement provides for a refund, the agreement shall state the amount payable and the timeframe within which the refund should be provided.

Replacement of FDW

f) The agreement shall state whether any replacement of FDW will be provided to the applicant for FDW in the following circumstances:

(i) if the FDW assigned to the applicant for FDW is subsequently not placed with the applicant for FDW;

- (ii) if the FDW has been placed with the applicant for FDW, but the applicant for FDW requests for a replacement resulting in the transfer of the original FDW to another employer; and
 - (iii) if the FDW has been placed with the applicant for FDW, but the applicant for FDW requests for a replacement not resulting in the transfer of original FDW to another employer.
- g) The agreement shall state the number of replacements the applicant for FDW is entitled to, and the timeframe within the request for a replacement should be made and the timeframe within which the replacement should be provided.
- h) If the agreement provides for a replacement, the agreement shall state if there are any additional fees charged for the replacement.
- i) The agreement shall state any circumstances in which a replacement will not be provided or any terms and conditions that the applicant for FDW would need to abide by in order to qualify for a replacement.
- j) The agreement shall state clearly the recourse available to the applicant for FDW in the event the licensee is unable to meet its obligations to provide for a replacement within the agreed timeline.

Additional services

- k) The agreement shall state whether additional services will be provided, such as providing food and accommodation to the FDW at the request of the applicant for FDW. If additional services will be provided, the fees and other relevant terms and conditions shall be stated in the agreement.

Dispute resolution

- l) The licensee shall ensure that the agreement clearly states a dispute resolution mechanism (DRM) to deal with any dispute that may arise between the licensee and the applicant for FDW. The DRM shall be an independent third party