

THE JEBEL ALI FREE ZONE RULES 2016

Sixth EDITION



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THE JEBEL ALI FREE ZONE RULES

TABLE OF CONTENTS

SECTION A	INTRODUCTION	PAGE No.
1.	Introductory note by the Chairman of Jafza	
2.	Definitions	
3.	Introduction to the Free Zone	
4.	Powers of Jafza	
5.	Availability of these Free Zone Rules	
SECTION B SUBSTANTIVE RULES FOR OPERATING IN THE FREE ZONE		
6.	General Requirements	
7.	Free Zone Licence	
8.	Free Zone Lease	
	8. 1 Lease	
	8. 2 Sub-Lease	
9.	Building and Operation Control	
	9. 1 Premises	
	9. 2 Power supply for built on leased land	
10.	Insurance	
	10. 1 Insurance of buildings	
	10. 2 Employee insurance	
11.	Employee Affairs	
	11. 1 Sponsorship	
	11. 2 General rules	
	11. 3 Employing non-Sponsored Employees	
	11. 4 Passes for working in and visiting the Free Zone	
	11. 5 Employment	
	11. 6 Passports	
	11. 7 Wage Protection System - WPS	
	11. 8 Rules governing termination of Employment Agreement	
	11. 9 Implementing termination of employment	
	11. 10 Resolving labour disputes	
	11. 11 Absconding Employee	
	11. 12 Compensation for Industrial Accidents	
12.	Inspection of Client's Premises	

	12. 1	General	
	12. 2	Types of Free Zone inspection	
	12. 3	Areas of Free Zone inspection	
	12. 4	Operations/materials/equipments inspection	
	12. 5	Accommodation inspection	
	12. 6	Office building inspection	
	12. 7	Certain restrictions	
13.	Products		
	13. 1	General	
	13. 2	Marketing products in the United Arab Emirates	
	13. 3	Customs	
14.	Violation of Free Zone Rules		
	14. 1	General	
	14. 2	Activity violation	
	14. 3	Employment violation	
	14. 4	Construction violation	
	14. 5	Operation fitness violation	
	14. 6	Accident reporting	
	14. 7	Accommodation	
	14. 8	Environment, Health and Safety	
	14. 9	Unauthorised entry	
	14. 10	Client violations	
SECTION C			
PROCEDURES FOR OPERATING IN THE FREE ZONE			
15.	Health, Safety, Environment and Fire		
	15. 1	General	
	15. 2	Reporting of accidents or serious illnesses	
	15. 3	Collection of domestic waste	
	15. 4	Domestic sewage	
	15. 5	Industrial waste	
	15. 6	Disposal of hazardous waste	
	15. 7	Use of containers	
	15. 8	Public health levy	
	15. 9	Fire protection, fire prevention and fire/emergency control	
16.	Traffic Affairs		
	16. 1	General	
	16. 2	Vehicles owned by Clients	
	16. 3	Cars for Employees	

17.	Staff Accommodation		
	17. 1	General	
	17. 2	Occupancy of rooms	
	17. 3	Cooking in rooms	
	17. 4	Accommodation outside the Free Zone	
18.	Security		
19.	Termination of Lease and Licence		
SECTION D			
TARIFF			
20.	Jafza/Jebel Ali Free Zone Tariff		

1. INTRODUCTORY NOTE BY THE CHAIRMAN OF JAFZA

This is the revised sixth edition of the Free Zone Rules, which hereby repeals the fifth edition of 2014. This sixth edition is a substantially revised edition and has been redrafted with the following, amongst other, objectives:

- (a) *to update the Free Zone Rules to reflect the prevailing rules and procedures;*
- (b) *to bring conceptual, legal and procedural clarity; and*
- (c) *to re-arrange the Free Zone Rules in order to have the substantive rules (Section B) separate from the procedural requirements (Section C).*

These Free Zone Rules set out guidelines and requirements for establishing and operating entities in the Free Zone (except for an entity set up in the offshore jurisdiction of the Free Zone).

These Free Zone Rules are also available in electronic format on the Free Zone website: www.jafza.ae

SULTAN AHMED BIN SULAYEM
Chairman
Ports, Customs and Free Zones Corporation

2. DEFINITIONS

In these Free Zone Rules the following capitalised terms shall have the meaning ascribed to them below:

Capitalised Term	Meaning
Air Fare	the cost of a one way airfare to an Employee's country of nationality at the published rate of International Air Transport Association.
Building Permit	a permit issued by CED approving a Client's proposed building construction.
CED	the department of civil engineering under Trakhees.
Client	an entity, be it a FZE, FZCO, a branch of a company, or a form of an entity permitted to be incorporated by Jafza, registered in the Free Zone, but excluding an entity incorporated in the offshore jurisdiction of the Free Zone.
Completion Certificate	a 'Building Completion Certificate' issued by CED, which confirms that a Client's building, construction or modification has been completed in accordance with the applicable rules, regulations and requirements.
DWS/PCFC	'Dubai World Security Department'/'Ports, Customs and Free Zone Corporation Group Security'.
EHS	the department of environment, health and safety under Trakhees.
Employee	a person permitted to work in the Free Zone in accordance with these Rules, including a Sponsored Employee.

Employment Agreement	an employment agreement in the form and substance prescribed by Jafza stipulating the conditions of employment, to be entered into between a Client and its Employee.
Fitness Certificate	an 'Operation Fitness Certificate', which confirms that a Client's operations are approved by EHS, in accordance with the requirements laid down by Trakhees.
Fitness Inspection	an operation fitness inspection carried out by CED/EHS for issuance, amendment and renewal of a Fitness Certificate.
Free Zone	the Jebel Ali Free Zone, established pursuant to Ordinance No. 1 of 1980 promulgated by H.H. Shaikh Rashid Bin Saeed Al Maktoum, Ruler of Dubai, or any other Free Zone owned or administratively controlled by the Jebel Ali Free Zone or Jafza.
Free Zone Rules	these free zone rules, as may be amended.
FZCO	a free zone company, which is a limited liability company with two or more shareholders, incorporated in accordance with the regulations promulgated by Jafza.
FZE	a free zone establishment, which is a limited liability company with one shareholder, incorporated in accordance with the regulations promulgated by Jafza.
GCC	the countries that are members of the Gulf Cooperation Council.
Industrial Accident	an accident that results in total or partial permanent disability of the Employee, which occurs at work or while travelling in the course of an Employee's duties, or going to or coming from work.
Jafza	the Jebel Ali Free Zone Authority, a body corporate established under Decree No 1 of 1985 Establishment of The Free Zone Authority In Jebel Ali Port, as amended, including all its departments and functions.
Lease	a lease of Premises by Jafza to its Client, or a sub-lease from a Client to another Client, in accordance with these Free Zone Rules. A Client leasing Premises shall be referred to as a "Lessee" and the grantor of a Lease shall be referred to as a "Lessor".
Licence	a licence granted by Jafza to a Client to carry out business activities in the Free Zone.
LIU	light industrial units.
PCFC	the 'Ports, Customs and Free Zone Corporation', a public corporation established by Law No. (1) of 2001.
Portal	Jafza E-services.
Premises	the premises in the Free Zone as detailed in Rule 9.1, available on Lease.
PSA	a personnel secondment agreement that the Client enters into with Jafza, which prescribes the conditions under which Jafza acts as a sponsor for a Client's Employee.
Sponsored Employee(s)	an employee of a Client who is sponsored by Jafza pursuant to a PSA.
Tariff	the tariff determined by Jafza contained in Section D of these Free Zone Rules, as amended.
Trakhees	an authority established by PCFC, under the Department of Planning and Development, Government of Dubai, which has the divisions of CED and EHS.

WPS	the 'Wage Protection System', a system providing for electronic salary transfer, as developed by the Central Bank of United Arab Emirates, and maintained by the Ministry of Labour.
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3. INTRODUCTION TO THE FREE ZONE

The Free Zone was established in 1980 with the key objective of encouraging companies to benefit from various attractive incentives that the Free Zone offers, such as:

- (a) zero tax regime in force;
- (b) no limit on foreign ownership of companies;
- (c) no requirement for a United Arab Emirates national as a local partner/shareholder; and
- (d) freedom to employ whoever, as per the concerned authorities, with the Free Zone acting as nominal sponsor for residency purpose.

In order to incorporate an entity in the Free Zone, a Client requires, amongst other things, a Licence issued by Jafza appropriate for the intended business activities in the Free Zone, as well as a Lease for Premises suitable for the nature and scope of its operations. Jafza provides a variety of Premises for Lease for various purposes.

The Free Zone has ready built facilities, such as warehouses, factories, offices, staff accommodations and retail stores available for leasing to its Client. A Client wishing to construct facilities to its own specification and design can do so by leasing a Plot of prepared land of the required area.

Operation in the Free Zone is subject to the rules and regulations promulgated by Jafza, including these Free Zone Rules, as well as the prevailing procedures and practices of Jafza.

Service providers for telecommunications services, electric works, water works and postal services are present in Jafza, and they offer a wide range of services to Clients, be it at the time of a Client's incorporation or thereafter, such as obtaining phone lines, water and power connections and a post office box number.

4. POWERS OF JAFZA

Jafza is the regulatory authority charged with the supervision of the Free Zone, and its responsibilities, as laid down in Decree No 1. of 1985 "Establishment of The Free Zone Authority In Jebel Ali Port", as amended, include to develop the infrastructure of the Free Zone and to issue rules and regulations, to regulate Clients and their activities in the Free Zone, and in doing so to issue Licences and to Lease different Premises on short term and long term basis. Jafza may also assist Clients to recruit managers, officers, technicians, professionals and other Employees. Jafza has issued these Free Zone Rules based on the authority granted to it.

Jafza may waive a Rule contained in these Free Zone Rules, for one or more than one Client, subject to terms and conditions that Jafza may prescribe.

Jafza may issue a notification in relation to any matter provided in these Free Zone Rules.

Jafza may appoint an authorised representative, as it may deem necessary, for the implementation of any part of these Free Zone Rules.

5. AVAILABILITY OF THESE FREE ZONE RULES

These Free Zone Rules are available on Jafza's website and can also be obtained on request from Jafza. These Free Zone Rules are routinely handed to a Client on the provisional approval of the Client's application and/or at the time of signing a Lease.

6. GENERAL REQUIREMENTS

- 6.1. A person working or operating in the Free Zone, be it a Client, Employee or a contractor working for a Client, is required to comply with these Free Zone Rules.
- 6.2. A Client shall have a valid Lease and a valid Licence to operate in the Free Zone. A client occupying a Workstation space in a business center / incubator may be subject to different requirements.
- 6.3. A Client is required to renew its Lease and Licence within the time frame set by Jafza.
- 6.4. Payment for services rendered by Jafza is required to be made in advance, according to the established Tariff.
- 6.5. Movement of goods within the Free Zone shall be by a Client's own transport, or by a transportation company registered in the United Arab Emirates.
- 6.6. United Arab Emirates local decrees, regulations, rules and practices are applicable within the Free Zone, and shall be applied to the Free Zone and its Clients in addition to these Free Zone Rules. Violation of United Arab Emirates local decrees, regulations, rules and practices will be notified to the appropriate authorities.
- 6.7. Without prejudice to the generality of Rule 6.6 above, a Client is required to at all times abide by all international treaties entered into by United Arab Emirates as well as all United Arab Emirates federal and local laws, decrees, regulations, rules and practices in relation to intellectual property rights. Jafza may take appropriate action, in its own discretion, against a Client found to be in violation of this Rule.
- 6.8. Violation of these Free Zone Rules is subject to such procedures and penalties as prescribed in Rule 14 herein.

7. FREE ZONE LICENCE

- 7.1. Licences are categorised by the nature of business activity, as follows:

Licence category	Nature of activity
Trading Licence	To carry out trading activities.
Industrial Licence	To carry out manufacturing activities.
Service Licence	To carry out services activities.
E-Commerce License	To carry out buying and selling of goods and services over electronic networks via any electronic means.
National Industrial License	To carry out manufacturing activities where at least 51% of the ownership of the Client is of national(s) of the GCC.
Innovation License	to carry out development of new products and services

A Licence is valid for operations in the Free Zone only. A Client cannot operate outside the Free Zone using the Licence. A Client wishing to operate outside the Free Zone shall do so subject to the applicable laws of the jurisdiction the Client wishes to operate in.

- 7.2. To qualify for and retain a Licence, the applicant must satisfy each of the following:
- (a) hold a valid registration from either:
 - (i) the Department of Economic Development in United Arab Emirates;
 - (ii) the Free Zone; or
 - (iii) a place of incorporation outside the United Arab Emirates.
 - (b) hold a valid Lease in the Free Zone. A client occupying a Workstation space in a business center / incubator may be subject to different requirements;
 - (c) compliance with Federal and/or Municipal legislation applicable in the Free Zone; and
 - (d) compliance with all applicable rules, regulations, notices and practices of the Free Zone, including these Free Zone Rules.
- 7.3. A Licence is valid for at least one year and is renewable, provided that:
- (a) the Client holds a valid Fitness Certificate for its Premises (except where the Premises are offices provided by Jafza);
 - (b) the Client commits to submit its balance sheet (financial report) by the end of every financial year, audited by an auditor who is approved by Jafza.
 - (c) the Client holds a valid registration or good standing certificate from the place of incorporation;
 - (d) all dues are paid in full; and
 - (e) the Client satisfies any other requirement imposed by Jafza at the time of such renewal.
- 7.4. The details on a Licence may be amended by the Client on request and by payment of the published fee as per the Tariff.
- 7.5. The activity on a Licence may be amended by the Client by adding new activities or by removing existing licensed activities, on application to Jafza. The decision on the application will be made by Jafza at its discretion.
- 7.6. A Client desirous of conducting an additional activity within the scope of a different category of a Licence may require an additional Licence from Jafza or an amendment to the existing License, which shall be granted by Jafza at its discretion.
- 7.7. A Client shall not carry out an activity other than the activity appearing on the Client's Licence.

8. FREE ZONE LEASE

8.1. Lease

- 8.1.1 Rent for the Premises shall be payable in accordance with the terms and conditions of the Lease agreement.
- 8.1.2 A Client who Leases Premises from Jafza should ensure that the Premises are operational within the time stipulated below, unless Jafza extends the same in writing:

- (a) 60 days for office space;
- (b) 90 days for LIU; and
- (c) 22 months to complete the building or construction of a Plot.

Once operations commence, the Premises shall be kept in functional order.

8.1.3 A Lease agreement will be signed between Jafza and the Client containing the terms and conditions of the Lease. The Lease shall commence on the date of the Lease agreement, or on a date specified therein.

8.2. Sub-Lease

8.2.1 A Client who has Leased Premises may sub-Lease the Premises to another Client, subject to the written approval of Jafza, issued by Jafza at its discretion. In considering a request to sub-Lease, Jafza will require that all of the following are satisfied:

- (a) the Lessor is in possession of a valid Lease for the Premises that is to be sub-Leased;
- (b) the Premises to be sub-Leased has an operational and complete building;
- (c) the sub-Lessee is either:
 - (i) a subsidiary of the sub-Lessor, whereby the sub-Lessor holds shares in the sub-Lessee; or
 - (ii) an associated company of the sub-Lessor, associated by way of common shareholding, whereby one or more shareholders hold shares in both the sub-Lessee and the sub-Lessor;
- (d) the sub-Lessee shall possess a Licence for its activities and shall be carrying on its business in conformity with the rules and regulations of the Free Zone including these Free Zone Rules, particularly the rules regarding EHS and zoning plan;
- (e) the Premises Leased by the sub-Lessor are sufficient and appropriate for the activities of the sub-Lessee, without jeopardizing or in any way creating any hazards for its own operations; and
- (f) the sub-Lessor undertakes to be fully responsible for the activities of the sub-Lessee as far as the terms and conditions of the Lease agreement and the PSA are concerned.

8.2.2 Where Jafza approves a sub-Lease in writing, the Lessor shall be jointly and severally liable and responsible, along with the sub-Lessee, for an act or omission of the sub-Lessee, which act or omission is contrary to law or the rules, regulations and practices of Jafza, or which result in loss, damage, harm, liability or nuisance to a Client or to Jafza.

8.2.3 If Jafza approves a sub-Lease, the sub-Lessor shall be required to pay an annual fee, as per the Tariff.

8.2.4 The sub-Lease agreement shall not contradict or override the Lease agreement entered into between Jafza and the Lessee. The sub-Lease agreement shall be approved by Jafza.

9. BUILDING AND OPERATION CONTROL

9.1. Premises

9.1.1 In order to carry out business in the Free Zone, a Client is required to Lease Premises. The Premises shall be used for the business objectives of the Client, for which it has a Licence.

9.1.2 The Premises can be broadly divided into two distinct categories:

- (a) Ready built ("**Ready Built**"): Such Premises are ready built Premises in the Free Zone, for use by the Client in an as-is-condition or where the Client may require minor or major modification; and
- (b) Prepared plot ("**Plot**"): Such Premises are prepared plots of land in the Free Zone, which Jafza can Lease to the Client, whereupon the Client can construct a custom made building in accordance with the Client's needs and objectives.

9.1.3 Whether a Client builds on a Plot, modifies a Ready Built Premises, or obtains a Ready Built Premises in as-is-condition, the Premises allocation and modification has to be approved by Jafza and Trakhees (CED/EHS/fire departments) and the Client shall ensure that all rules, regulations, requirements, standards, guidelines and procedures of Jafza and of relevant authorities are adhered to, including those of CED/EHS and fire department, during the construction, installation or operational stage. The Client shall obtain necessary permits and approvals, including a Building Permit, Fitness Inspection, Fitness Certificate and Completion Certificate, as may be necessary. All measures shall be taken by a Client to conduct its operations in an environmentally clean and safe manner, and to avoid nuisance to other Clients. The Client shall update itself on the various provisions within the applicable regulations.

9.2. Power supply for built on leased land

Application for provision of electrical supply to a Premises shall be submitted to Jafza and should be in compliance with the regulations to receive a pre-approval. Once the pre-approval is obtained the application may be submitted directly to Dubai Electricity and Water Authority. A Client requiring an increase in the power supply shall submit a request for approval to Jafza, along with reasons and justification for the increase in consumption, which Jafza shall approve at its discretion.

10. INSURANCE

10.1. Insurance of buildings

10.1.1 A Client is required to have its Premises insured against all risk insurance, including fire and perils.

10.1.2 For Premises erected by a Client, the Client shall be responsible for arranging the insurance, which shall be in the joint names of the Client and Jafza. The policy shall be sufficient to cover clearance and replacement costs of the structure, fixtures and fittings. The policy must be presented and approved by Jafza before the Completion Certificate can be issued.

10.1.3 For Premises erected by Jafza, the insurance will be arranged by Jafza on behalf of the Client. The insurance shall be in the name of Jafza or its nominee. The Client shall be required to pay a contribution as determined by Jafza to the insurance premium. This will take the form of an annual standard charge in line with the established Tariff. The master policy will be available for inspection on request from Jafza.

Note: Where damage covered under insurance has incurred to a Ready Built Premises, Jafza requires the Client to bear a certain minimum deductible charge required to be

paid to the insurance company at the time of a claim. Such amount shall be determined by the insurance company.

10.1.4 Insurance of the contents of a building shall be at the discretion of Clients. Jafza will not be liable for loss or damage to Clients' possessions, due to any reason, including theft or natural calamities.

10.1.5 A Client shall obtain the insurance(s) required to be obtained in the Lease agreement.

10.2. Employee insurance

10.2.1 Each year a Client shall take out third party liability insurance (or public liability insurance) and workmen's compensation insurance for its Employees pursuant to the PSA. In addition, all employees of the clients should be insured as per the requirements and regulations of the Health competent authority.

10.2.2 The value of insurance cover required for third party liability is AED 500,000 for up to 19 Employees and AED 1,000,000 for 20 Employees or above. The stated value may be revised by Jafza through notification. The insurance cover shall be for a single occurrence, and there should be no limit in the policy as to the number of occurrences.

10.2.3 Workmen's compensation insurance must include cover for injury and disability compensation and related medical expenses, in accordance with the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, and these Free Zone Rules.

10.2.4 A Client shall provide to Jafza a copy of the insurance policy for third party liability and for the workmen's compensation insurance, as renewed annually. The insurance cover shall be adequate and sufficient. A Client shall also obtain a certificate from the insurers, addressed to Jafza, stating details of the policy.

11. EMPLOYEE AFFAIRS

11.1. Sponsorship

11.1.1 Jafza is authorised to sponsor staff to be engaged to work for a Client in the Free Zone.

11.1.2 A Client wishing to take advantage of this sponsorship facility will be required to sign a PSA with Jafza and to have a CIC (Computer Immigration Card) to be able to apply for visas. The PSA shall lay down the conditions under which Jafza will act as sponsor for a Sponsored Employee. A Client shall not employ Employees exceeding the number approved by Jafza (e.g., according to office area, warehouse, machinery installation, etc.).

11.1.3 In accordance with the PSA, a Client shall provide a guarantee or any other security approved by Jafza, to Jafza in respect of each Sponsored Employee. A single guarantee to cover the anticipated total number of Sponsored Employees may be lodged with Jafza. A bank guarantee shall be in line with the standard format approved by Jafza. A Client has the option to pay a cash guarantee in lieu of the bank guarantee.

11.1.4 The requirement for a guarantee is applicable for all Sponsored Employees regardless of their grade and position. The guarantee shall be equal to one and half month's basic salary plus return Air Fare from Dubai to the country of which the Employee is a national. The applicable Air Fare figure can be provided by Jafza for the purpose of this calculation. If the Client provides a bank guarantee, it must be issued from a bank operating in United Arab Emirates and the amount must be in Arab Emirates Dirhams. The guarantee may be required to be increased in value to meet subsequent increases in salary or Air Fare. In the event of withdrawal of the bank guarantee or refund of the cash guarantee held with Jafza for the Sponsored

Employees at any point of time, the Client shall settle any outstanding amounts owed to Jafza and its affiliated entities. If a record of an absconding Employee of the Client still exists (in United Arab Emirates), an Air Fare for each absconding Employee shall be deducted from the guarantee.

- 11.1.5 Jafza will act as a sponsor to obtain entry permits and residence visas for Employees:
 - (a) recruited by a Client; or
 - (b) engaged by Jafza on behalf of a Client.
- 11.1.6 A Client wishing to employ staff, other than a national of a GCC country, who is to be a Sponsored Employee, is required to apply for labour permit, in the first instance.
- 11.1.7 Jafza may provide some investors with an investor's visa subject to the prevailing regulations and policies.
- 11.1.8 A Sponsored Employee is only allowed to work in the Free Zone. However there may be occasions when a Client requires a Sponsored Employee to work temporarily outside the Free Zone on a temporary basis (e.g. installation, repair, or maintenance of specialist equipment) in which case Jafza's prior approval is required.
- 11.1.9 A Sponsored Employee is only allowed to work with the Client the Sponsored Employee is seconded to. Under no circumstances shall a Sponsored Employee work for a Client other than a Client to whom the Sponsored Employee is seconded, be it during free time or holidays. A Client shall not recruit, employ or make use of an Employee employed under an Employment Agreement by another Client.
- 11.1.10 Jafza will accept requests to transfer Sponsored Employees between Clients within the Free Zone provided both Clients agree and, the receiving Client has a valid PSA and has the capacity to hire another Employee. Jafza does not second a Sponsored Employee to an employer who is not a Client.
- 11.1.11 Where a Sponsored Employee loses employment with a Client, Jafza will not continue to sponsor such Employee.
- 11.1.12 All unused entry permits (visit, transit, employment) need to be returned to Jafza for cancellation when Jafza ceases to sponsor a Sponsored Employee, or when the purpose of such permit is satisfied, whichever earlier.

11.2. General rules

- 11.2.1 A Client shall execute an Employment Agreement with every Employee that it employs.
- 11.2.2 An Employee authorised to sign entry permits for entry into the Free Zone and other administrative correspondence in connection with the Client's operations, shall record its name on a "**Certificate of Authorisation**" and such certificate shall be lodged with Jafza.
- 11.2.3 Working hours for Employees will be a maximum of 8 hours per day, plus a 1 hour meal break, 6 days per week, and a total of 48 hours per week, unless a lesser maximum is prescribed in the Employment Agreement.
- 11.2.4 During the Holy Month of Ramadan, the working hours shall be reduced from 8 hours per day to 6 hours per day, and this will apply to all Employees of a Client, regardless of the Employee's religion. Hours worked in addition to the hours agreed in the Employment Agreement shall be deemed overtime and paid accordingly.

- 11.2.5 Overtime shall be paid at the rate of 125% of the basic hourly rate, and overtime worked on Public Holidays, on a Friday or between the hours of 9:00 pm and 4:00 am, shall be paid at the rate of 150% of the basic hourly rate.
- 11.2.6 Public holidays for Employees of a Client will be in line with the public holidays announced by the United Arab Emirates Government for employees of the private sector as and when declared.
- 11.2.7 Shift working must be notified in writing in advance to Jafza and include details of number of shifts, hours and numbers to be employed per shift, otherwise the necessary increase in staff to be employed may not be approved on the grounds that the space available is inadequate.

11.3. **Employing non-Sponsored Employees**

A Client may employ a person who is not a Sponsored Employee, either temporarily or permanently, provided that certain conditions are fulfilled. Such employment is permitted for the following persons:

- (a) a GCC national;
- (b) a person sponsored by a relative (provided that the special employment contract for such person, available at Jafza, is signed);
- (c) a person employed on a temporary basis for a parent company registered in the United Arab Emirates; and
- (d) a person employed on a temporary basis, where the Employee is sponsored by a company which is part of the same group company as the Client.

A Client wishing to employ anyone in the above categories must seek prior written approval of Jafza. Approved non-sponsored staff must acquire the appropriate identity card or access pass from Jafza for entry into and out of the Free Zone. A client requiring temporary manpower should approach the Manpower companies approved by the competent Authorities and listed in Jafza.

11.4. **Passes for working in and visiting the Free Zone**

11.4.1 ID Cards

A Sponsored Employee will be issued a Jafza identity card ("**ID Card**"), which provides a unique identification. The ID Card serves as a permit to work in specific areas inside the Free Zone, allows access into the Free Zone and is the source of identification in lieu of the Employee's passport. If an ID Card is lost, then a replacement cannot be issued without police clearance.

11.4.2 Temporary ID Card

A temporary ID Card will be issued to a Sponsored Employee in the following circumstances:

- (a) upon arrival of the Sponsored Employee (until the permanent ID Card is issued); and
- (b) in the event of loss of the ID Card (until the replacement is issued).

11.4.3 Access passes

Access passes are issued to individuals and/or corporations; including but not limited to legal representatives, associates, agents, dealers, service providers, contractors, Employers and Employees (other than Sponsored Employees), who have been

approved to visit/work for Clients. Jafza will issue the access pass upon obtaining the temporary work permit.

11.4.4 Day pass

Day passes are issued to visitors to the Free Zone.

11.4.5 Obtaining passes

All types of passes above, with the exception of the day pass, need to be acquired by applying to Jafza. A day pass can be obtained by the Client providing the details of the intended visitor. In the case of ceasing employment, the Client must ensure that all passes issued to its Employees are returned to Jafza. Failure to do so will result in a fine being imposed.

11.5. Employment

11.5.1 A Client recruiting Sponsored Employees will be responsible to bear the following costs:

- (a) processing the entry permit;
- (b) Air Fare;
- (c) processing the residence permit;
- (d) the health card issued by the relevant health authority; and
- (e) renewal of residence permit and health card including the cost of a medical fitness certificate.

11.5.2 A Client shall not charge the Sponsored Employee or deduct from the Sponsored Employee's salary the costs listed in Rule 11.5.1 above.

11.5.3 A Client and a Sponsored Employee may negotiate the terms and conditions of employment, provided the agreement is not contrary to these Free Zone Rules and is in accordance with the Federal Labour Law No. 8 of 1980.

11.5.4 A Client shall pay to a Sponsored Employee the minimum monthly basic salary payable, which must be in accordance with the job title, as acceptable to Jafza.

11.5.5 A Sponsored Employee shall sign the Employment Agreement which shall offer the minimum acceptable conditions of employment. Employees who are exempt from entering into an Employment Agreement are required to sign an undertaking to the effect that they shall not make a claim against Jafza in relation to employment matters or against Jafza as a sponsor. The effective date of the contract shall be coincident with the date of entry on the employment visa, or with the transfer date on the immigration records, whichever earlier.

11.5.6 A Client shall submit the entry permit, passport and Employment Agreement for all new Employees, within 48 hours of arrival, to Jafza.

11.6. Passports

A passport of an Employee shall be returned to the Client after a residence permit is attached thereon and after receiving a letter of undertaking from the Client. It is the responsibility of the Client to hand over the passport to each Sponsored Employee.

Jafza may inspect the Client to ascertain that the passport is in the Employee's custody. An Employee shall present its passport to Jafza on request.

11.7. **Wage Protection System - WPS**

A Client shall be registered in WPS and shall transfer the Employees' salaries through the WPS to confirm that all emoluments due have been paid between the 1st and 15th of every month. A Client failing to register in the WPS, as required by Jafza, may suffer penalties. A Client is required to keep certified copies of certificates of payments - duly signed by both the Employee and the authorised signatory of the Client approved by Jafza. A Client shall have available for inspection such certified copies of the certificate of payment.

11.8. **Rules governing termination of Employment Agreement**

11.8.1 An Employment Agreement may be terminated as follows:

- (a) by agreement between the Client and Employee and with the approval of Jafza;
- (b) during the probationary period (without notice);
- (c) by the Employee or Client with notice having immediate effect provided all the requirements of the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, have been satisfied; or
- (d) on expiry of the service period prescribed in the contract by either party, provided that a notice not to renew is given by either party.

11.8.2 An Employment Agreement shall be deemed automatically terminated in either of the following cases:

- (a) if the Employee dies during service; or
- (b) illness of, or injury to, the Employee resulting in a total incapacity to work (which is subject to the provision of a medical report by an authority acceptable to Jafza).

11.8.3 An Employee shall be entitled to a period of notice before termination of service as laid down in the Employment Agreement or the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended. The Employee shall be entitled to full pay during the prescribed notice period, and shall render services contracted for during the notice period, unless the Client requires otherwise.

11.8.4 An Employee's service may be terminated without notice for the following reasons:

- (a) if the Employee is ill disciplined, or fails adequately to perform the duties as defined in the Employment Agreement (one written warning shall be issued to the Employee prior to termination and a copy of such notice shall be filed with Jafza);
- (b) if the Employee is sentenced by a competent court of a civil misdemeanor or criminal act;
- (c) if the Employee is found drunk or under the influence of an illicit drug at work;
- (d) if the Employee is absent from work without valid reason for more than seven consecutive days in one year or twenty non-consecutive days in one year;
- (e) if the Employee, while at work, assaults the Client, a responsible manager, another Employee, or a visitor;

- (f) if an action or negligence by the Employee results in substantial loss to the Client (provided that the Client notifies Jafza within 48 hours of discovering the loss);
- (g) if the Employee fails to comply with health and safety regulations (provided that such regulations are prominently displayed in writing and in the case of illiterate Employees, that they have been explained orally);
- (h) if the Employee falsifies identity details;
- (i) if the Employee reveals confidential information of the Client; and
- (j) if the Employee works for another employer, be it during the annual leave or sick leave.

11.8.5 An Employee may cease work without notice if:

- (a) the Client fails to fulfill the terms of the Employment Agreement; and
- (b) the Client, or its representative, assaults the Employee.

11.8.6 Termination under Rule 11.8.4 and ceasing work under Rule 11.8.5 is subject to approval by Jafza, which approval shall be sought before the Employment Agreement is cancelled.

11.8.7 Dismissal for a reason other than the reasons in Rules 11.9.1, 11.9.2 and 11.9.4 shall be deemed to be an "arbitrary dismissal". In such cases the Employee shall be entitled to compensation in addition to severance payments due.

11.8.8 The amount of compensation payable under Rule 11.8.7 above:

- (a) shall be assessed by Jafza;
- (b) shall not exceed three times the total monthly wage and allowances as specified in the Employment Agreement; and
- (c) Jafza shall address the dispute and seek to determine the case.

11.8.9 Where a change occurs in the form or legal status of a Client, the Employment Agreement that was valid at the time of the change shall remain in force between the Employee and the Client after its change of legal status and the Employee's service shall be deemed to be continuous.

11.8.10 If an Employee transfers to another Client, in accordance with the terms of these Free Zone Rules, the Employment Agreement with the previous Client shall have to be terminated and service will not be considered to be continuous, unless approved by Jafza in writing.

11.8.11 An Employee whose service exceeds one year shall be entitled to a gratuity payment on termination of service at the rate of 21 calendar days pay of the last month's basic salary (or more if the Employment Agreement so specifies) for each year of service for the first 5 years and 30 calendar days of the last month's basic salary to each additional year, provided that the maximum payment does not exceed two years basic salary. After the first year payment will be pro-rata for the period served.

11.8.12 The gratuity shall be calculated at the basic pay rate as defined in the Employment Agreement.

11.8.13 Entitlement to gratuity (end of service benefits) shall be forfeited if the Employee:

- (a) is dismissed in accordance with one of the reasons in Rule 11.8.4; or

(b) resigns before completing one year's service.

11.8.14 In case of death during service, the gratuity due will be payable as part of the Employee's rights.

11.8.15 On termination of service, (at the expiry of the Employment Agreement or if the Employment Agreement is terminated by the Client prior to its expiry), a Client shall provide Air Fare to the international airport nearest to the Employee's home. However, Air Fare will not be provided in the case of dismissal under Rule 11.8.4 or where the Employee terminates the employment.

11.8.16 Where an Employee's annual contract is automatically renewed in accordance with the Employment Agreement the Employee is entitled to Air Fare either in the event of submitting a resignation or on dismissal, whenever this occurs.

Note: In the case of the Employee having already availed the Air Fare entitlement for the completed contract period, the Employee is not entitled to additional Air Fare for the same period.

11.8.17 The Employee, on termination of service may request, and the Client shall provide, free of charge a "Service Certificate" to show:

- (a) period of service;
- (b) work performed while employed;
- (c) final rate of pay and bonus, if any; and
- (d) a character reference.

11.9. Implementing termination of employment

11.9.1 Jafza is to be notified of any disciplinary action taken against a Sponsored Employee within 10 days of the action being taken. The following information is to be provided to Jafza:

- (a) name and identification number of the Sponsored Employee;
- (b) date of the alleged offence committed by the Sponsored Employee;
- (c) nature of the alleged offence committed by the Sponsored Employee;
- (d) disciplinary action taken by the Client; and
- (e) general manager's signature on such notification.

11.9.2 Where a Client wishes to dismiss an Employee for performance, conduct or disciplinary matters, the Client must carry out the following steps in order to invoke sanctions:

- (a) the Employee must be notified of the charge, within 30 days of the matter arising;
- (b) the Employee must be provided with an opportunity to state the Employee's position;
- (c) the stated position must be investigated;
- (d) all the above should be recorded in the Employee's personal file; and

- (e) the Employee should be notified in writing of the applicable penalty, the reason for the same and the action taken against the Employee in case of repetition or continuity of the issue. The penalty may not be imposed after the lapse of 60 days from the date of the disciplinary finding.

11.9.3 On termination of employment, the Client is required to submit a statement (End of Service Entitlement) in the prescribed form (copies available from Jafza), of the final dues, giving sufficient details to determine how the final dues have been calculated in addition to proof of the Employee's receipt of the total final dues. This statement shall be signed by the Employee and by an authorised signatory of the Client. A copy signed statement shall be given to the Employee and a further copy is to be presented to Jafza.

11.9.4 At the same time the Client shall either lodge with Jafza a sum in cash equal to the total of the final dues, or lodge a receipt evidencing that the Employee has received the final dues. Jafza reserves the right to calculate terminal benefits itself and to require the Client to provide cash and Air Fare for distribution to departing Employees. In such cases Jafza's signature shall be deemed to replace the Client's authorised signatory.

11.9.5 In cases when the Employment Agreement with a Sponsored Employee is terminated, Jafza shall cancel the Sponsored Employee's residence permit.

11.9.6 The Client shall ensure that the Employee's residence permit, access pass and ID Card are cancelled within 30 days of the Employee's final day of employment.

11.10. Resolving labour disputes

In the first instance, Jafza shall attempt to amicably resolve a labour dispute arising between a Client and an Employee, through Jafza's concerned labour section. Where a resolution is not reached Jafza shall transfer the matter to the Dubai Courts if it is requested by one of the parties.

11.11. Absconding Employee

An Employee unexplainably absent for a period more than seven continuous calendar days shall be deemed to be an absconding Employee. In such event:

- (a) the Client shall within seven days of an Employee being deemed to be absconding notify Jafza in writing of the same; and
- (b) Jafza shall upon receiving notification inform the General Directorate of Residency and Foreign Affairs and may also advertise the absence of the absconding Employee in the local press. The cost of such advertisements plus related costs will be chargeable to the Client as per the Tariff.

11.12. Compensation for Industrial Accidents

11.12.1 An Employee who is the victim of an Industrial Accident will be eligible for financial compensation in accordance with the prevailing laws.

11.12.2 A Client shall be responsible for payment for medical treatment, including hospitalisation costs required by an Employee involved in an Industrial Accident.

11.12.3 Where an injury prevents an Employee from carrying on work, the Client shall pay such Employee a cash allowance equal to the full pay throughout the period of treatment or for a period of six months, whichever is shorter. Where the treatment lasts for more than six months, the allowance shall be reduced by one-half for a further period of six months or until the Employee fully recovers, is declared disabled, or dies.

11.12.4 An Employee shall not be entitled to compensation (be it medical treatment or payment of basic salary) in accordance with these Free Zone Rules if enquiries by the competent authority establish that the Employee caused the accident through:

- (a) willful neglect;
- (b) intentional violation of environment, health and/or safety regulations;
- (c) being under the influence of illicit drugs or alcohol;
- (d) deliberate misconduct;
- (e) self harm; or
- (f) unreasonably refusing medical treatment/check-up as prescribed by a medical board set up to assess the ability to return to work/disability.

11.12.5 In case of death resulting from an Industrial Accident, compensation will be payable by the Client to the Employee's next-of-kin together with any other monies due. Relevant penalties by EHS may also apply.

11.12.6 If an Employee is wholly, or partially disabled, compensation will be payable by the Client in accordance with prevailing laws in this regard and the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, which provides further details and classifications in this regard. Classification of the degree of disability shall be made by a competent medical authority appointed by Jafza, or the Department of Health and Medical Services.

11.12.7 Adjudication in disputes between a Client and Employee in connection with these Free Zone Rules shall be by Jafza.

12. INSPECTION OF CLIENT'S PREMISES

12.1. General

12.1.1 Jafza may at any time inspect or enter into the Premises of Clients without prior notice. However, consideration maybe given, as appropriate and according to urgency, to any resulting disruption of the Client's ongoing operations. Jafza's inspection or entering the Premises may be for any reason including but not limited to:

- (a) ensure compliance with these Free Zone Rules and other regulations and requirements of Jafza. Inspect any work to which, in the opinion of Jafza, the provisions of Free Zone Rules apply;
- (b) examine any process causing the discharge of any noxious or offensive substance;
- (c) apply tests, take samples, conduct experiments and generally make enquiries as deemed necessary or proper for confirming compliance with EHS/Free Zone Rules;
- (d) confirm that employment rules are being complied with; and
- (e) confirm that activities comply with the Lease and Licence terms and conditions.

12.1.2 A Client should note that inspections shall only be carried out by local and federal authorities, Jafza or any other authorities specifically authorised to inspect by Jafza. Inspection by any other person or organisation is strictly prohibited, unless prior

approval of Jafza is obtained. A Client being approached by any other party for inspection or information should notify Jafza immediately.

12.1.3 A Client, or the agent, shall render to the authorised representatives of Jafza, necessary facilities for entry, inspection, examination and testing in pursuit of the representative's duties under these Free Zone Rules.

12.1.4 A Client shall not in any way restrict or hinder the entrance or inspection by a State, local or federal authority, by Jafza or by any other representative specifically authorised to inspect by Jafza, failing which the Client shall be liable to a fine.

12.2. **Types of Free Zone inspection**

Jafza may directly or through an authorized person or body carry out inspection and such inspection may include but is not limited to the following objectives:

- (a) determining cleanliness and maintenance of facilities;
- (b) ensuring compliance with safety measures;
- (c) enforcing restriction on cooking in accommodations or inside any Premises not intended for that purpose, such as working stations of offices, warehouses or showrooms, etc;
- (d) preventing illegal stay of Employee or extra person in accommodation;
- (e) ensuring appropriate dumping and waste disposal;
- (f) ensuring issuance of ID Cards;
- (g) ensuring appropriate Lease /sub-Lease of Premises;
- (h) enforcing restriction on illegal parking;
- (i) enforcing restriction on spitting; and
- (j) enforcing restriction on trading in fake and illegal goods.
- (k) Enforcing restriction on illegal open storage.

12.3. **Areas of Free Zone inspection**

All Environment, Health and Safety and Fire Department requirements shall be complied with during the construction stage of a project with adequate EHS safeguards and fire detection measures. All measures shall be taken by the clients to conduct their operations in an environmentally clean, safe manner to avoid nuisance to other clients and prevent EHS impacts. Jafza may directly or through an authorized person or body carry out inspection in any area of the Free Zone. The rules governing the same are as included in (but not limited to) the following:

- (a) Building and General Civil Work construction regulations;
- (b) Environmental Control rules and requirements.
- (c) Environmental guidelines;
- (d) Health & Safety regulation and standards;
- (e) Food Establishment guidelines;
- (f) Jafza Rules

- (g) Premises of the Client;
- (h) warehouses/LIUs/Plots/Ready Built;
- (i) food court, shops and restaurants;
- (j) on site Accommodation;
- (k) roads; and
- (l) general landscape.

12.4. **Operations/materials/equipments inspection**

The material and equipment of a Client shall be used, maintained and stored in a responsible and safe manner considering safety of Employees, Premises and other personnel in Jafza as well as visual appeal and aesthetics. A Client shall be particularly mindful of stored materials or waste materials being in common or public areas or behind warehouse Premises, in corridors between offices and other Premises, in open areas or unused land. To ensure compliance, Premises will be thoroughly checked by inspectors in different categories as mentioned below, and a breach by the Client may result in a warning, financial penalty, termination of License or any other penalty determined by Jafza. Such breaches specifically include but are not limited to the following:

- (a) minor waste or any kind of goods kept outside/inside the restaurants/shops for more than a day;
- (b) bulk waste at a Client's Premises;
- (c) waste of pallets, waste, wood cuttings, plastics, boxes, or any kind of goods;
- (d) unrepaired damages to walls by the vehicles or containers during loading/off-loading , or any damages to a warehouse, interior or exterior of a Premises;
- (e) discovery of merchandise by an inspector not mentioned on the Licence or evidence of activities other than those appearing on the Licence without the approval of Jafza;
- (f) a person found working at Client's Premises who is not meant to be working on the Client's Premises, whether due to being sponsored for another Client, not being sponsored, or for any other reason (illegal employment);
- (g) sub-Lease of the Premises to third parties without prior approval from Jafza; and
- (h) A Client barring Jafza's inspectors from entering the Premises or hindering their tasks.

12.5. **Accommodation inspection**

12.5.1 A Client housing more than the permissible number of persons advised for each class of room, in the accommodation complex for Employees or such other persons as permitted by Jafza in the Free Zone ("**Accommodation**"), shall be fined per additional person per day till the breach persists. Jafza shall have the right to terminate the License in case of the violation is repeated.

12.5.2 A Client shall accommodate only Employees or such other persons as permitted by Jafza in the Accommodation complex of the Free Zone. No other person is entitled to stay in the Accommodation. Jafza may impose a penalty on the person at whose Accommodation such unauthorised person is found.

12.5.3 Accommodation sub-leased to a third party without Jafza's permission will result in fines on the Client and eviction of the occupant.

- 12.5.4 Jafza shall carry out regular inspections to ensure that no food is cooked in the Accommodation, offices, warehouses, showrooms; Jafza may impose a fine where such activity is found.
- 12.5.5 Pan spitting or throwing waste in the corridors of the Accommodation is prohibited and shall be subject to a fine.
- 12.5.6 If an occupant of an Accommodation is found to be in violation of these Free Zone Rules with respect to the use of the Accommodation, such as storing goods, storing alcohol or conducting unauthorised activities, such occupant will be subject to fine on each occasion and may suffer potential legal action.

12.6. **Office building inspection**

Jafza may inspect the offices and the office building of the Client to ensure compliance with the following restrictions:

- 12.6.1 a Client carrying out activities other than those appearing on its Licence without the approval of Jafza;
- 12.6.2 a Client barring a Jafza's inspector from entering the Client's office or the office building, or hindering the inspector's tasks;
- 12.6.3 smoking in corridors in office building;
- 12.6.4 pan spitting in corridors in office building is prohibited;
- 12.6.5 offices that are Leased for rent to Clients and are used for a purpose other than an office (meaning used as a store room, for other miscellaneous purposes, or illegal use); and
- 12.6.6 unauthorised persons found working in a Client's Premises (illegal employment).

12.7. **Certain restrictions**

Certain non-exhaustive restrictions on Clients are listed below:

- 12.7.1 unauthorised (illegal) parking of heavy vehicles and/or leaving remnants/stocks or other similar objects in the Free Zone or at a Client's Premises is strictly prohibited. Violators found parking on such areas will be penalized on each occasion. Repeat violators may find their Premises locked by the security. If the lock is damaged then further penalty may be imposed on the violator;
- 12.7.2 selling of banned substances is prohibited. Those found selling banned substances will be penalized and the stock of the same will be taken away;
- 12.7.3 selling of pirated media, such as compact discs, videos, and data is prohibited. Those found selling pirated media will be penalized and the stock of the same will be confiscated;
- 12.7.4 food court or other such facilities not complying with the drawings produced will be fined;
- 12.7.5 containers/trailers/goods parked, without loading or offloading the goods, by a Client's Premises shall be subject to a fine. If the same is repeated an additional fine per day will be issued; and
- 12.7.6 if a Client is found trading in fake goods, it shall be subject to a fine and the Client's Licence may be terminated or suspended.

13. **PRODUCTS**

13.1. **General**

13.1.1 No retail sales is allowed in the Free Zone. However, a consignment may be split between two Clients, provided that such splitting does not lead to:

- (a) any loss in the customs revenue;
- (b) reduction in the value of goods; or
- (c) reduction in the proportion of fees in case of classifying the contents of each consignment.

13.1.2 Manufacturing, trading or marketing of contraband items is strictly forbidden. The following goods are forbidden from entry into the Free Zone:

- (a) flammable goods except for fuels necessary for operations as permitted by the concerned authority in supervision over the Free Zone markets, subject to the conditions specified by the competent authorities;
- (b) radioactive materials;
- (c) arms, ammunition and explosives, unless authorised by the competent authorities;
- (d) goods infringing the laws of protecting commercial and industrial property;
- (e) illicit drugs or similar substances;
- (f) goods originating in a country boycotted economically by United Arab Emirates; and
- (g) goods prohibited from entering the Free Zone and/or the United Arab Emirates.

13.1.3 A Client exporting either manufactured or labeled products from the Free Zone to the United States is required to mark as "Made in JEBEL ALI FREE ZONE, Dubai".

13.2. **Marketing products in the United Arab Emirates**

13.2.1 A Client shall not carry out business in mainland United Arab Emirates without being licensed by the appropriate authority.

13.2.2 A Client may however advertise goods or services in mainland United Arab Emirates. A Client may also have its goods distributed in mainlan UAE by appointing a licensed distributor and ensuring compliance with rules, regulations and procedures of the Customs.

13.2.3 The restriction in Rule 13.2.1 above does not apply to trade exhibitions, which are approved by the relevant authority in the United Arab Emirates. Under such appropriate approval a Client may sell its goods and/or services at such exhibitions in the same way as any other foreign company may.

13.3. **Customs**

13.3.1 A Client engaging in trading activities, by import of goods into the Free Zone or export of goods from the Free Zone, is required to have a code from the Department of Customs and Ports (the "**Customs**"). A Client's representative shall obtain a 'Representative Card' from the Customs in order to represent the Client before the Customs.

13.3.2 A Client shall abide by rules, regulations and practices of the Customs, as may be amended.

13.3.3 The postal address and phone number of the Free Zone customs is:

P.O. Box 17017
Dubai, United Arab Emirates
Tel: 9714-8055232/233
Fax: 9714-8811314

14. VIOLATIONS OF FREE ZONE RULES

14.1. General

14.1.1 Ignorance of the Free Zone Rules shall not be a defence for lack of compliance thereof.

14.1.2 A Client in violation of the Free Zone Rules shall be in breach. If such breach is not remedied to the satisfaction of Jafza, Jafza may render the Client liable to sanctions as given in this Rule 14, or such other sanctions Jafza may consider necessary. The sanctions prescribed for violation of these Free Zone Rules are the minimum sanctions. Jafza reserves the right to impose additional sanctions that it may deem fit, and reserves its right to refer any violation to the Court of law.

14.1.3 Jafza reserves the right to ban the entry or exit of the staff and/or goods of Clients who fail to remedy violations of Free Zone Rules.

14.1.4 The intention to impose a ban will be notified to the Client in writing and a period to remedy the breach may be allowed. Once imposed, the ban will not be lifted until the violation has been rectified.

14.1.5 In the event of failing to remedy the violation, following any additional warnings, the Free Zone reserves the right to re-possess the Premises, or take any action it deems necessary.

14.1.6 Jafza reserves the right to disconnect electricity supply to the Premises in the event that any accounts payable to Jafza or to Dubai Electricity and Water Authority are not paid within the prescribed period. A re-connection charge will be payable before the supply is restored.

14.2. Activity violation

14.2.1 A Client carrying out activities other than those appearing on its Licence without the approval of Jafza shall be subject to a fine of AED 5,000 on each occasion.

14.2.2 Jafza reserves the right to take stringent measures, including termination of License, financial penalty and closure of the operations of a Client, if the unauthorised activities are of a serious nature such as:

- (a) violating Free Zone Rules and regulations; and
- (b) violating municipal, governmental or federal law, or criminal law, including the copyright law, the trademark law, the trade agency law, patent law and the intellectual property right law, etc.

14.3. Employment violation

14.3.1 A Client found to be illegally utilising the services of an Employee of another Client shall be fined AED 5,000 per Employee if sponsored by Jafza but under different company and AED 10,000 if not sponsored by Jafza. The Employee and the Client involved shall be warned.

- 14.3.2 Should a Client repeat this violation, then a fine of AED 5,000 per employee if the same is sponsored by Jafza but under different company and AED 10,000 if not sponsored by Jafza per occurrence shall be jointly or severally imposed and the operations of the Client shall be suspended for a period up to one month.
- 14.3.3 Failure of the Client to transfer the Employee's salary through WPS by the 15th of the month will result in automatic withdrawal of operations and personnel services. In addition, fines will be imposed on the Client in the sum of AED 2,500 per month. Jafza shall not make exceptions to this rule and shall have the right to take further action in this respect.
- 14.3.4 An absconding Employee, as defined in Rule 11.11, shall be required to pay a fine of AED 1,500.
- 14.3.5 A Client who fails to notify Jafza about an absconding Employee within seven days will face a fine of AED 5,000 per occasion.
- 14.3.6 A Client failing to return the ID Card or pass of an Employee on cessation of employment, within seven days of departure of the Employee, will be fined up to AED 1,000 per occasion.
- 14.3.7 A Client who fails to cancel or transfer an Employee's residence permit within thirty days of the Employee's final day of employment will be subject to a fine determined by Jafza.

14.4. **Construction violation**

Contravention of Trakhees building regulations and design guidelines, or any construction, undertaken which is not included in the Building Permit for a project, or where after construction a Completion Certificate is not obtained, shall render the Client liable to financial penalties and non-financial sanctions as set forth in the current regulations and schedule of Tariffs and penalties or fines.

14.5. **Operation fitness violation**

It shall be an offence if the Client operates without a valid Fitness Inspection and Fitness Certificate. A Client will be liable to appropriate financial penalty on per day basis so long as the offence continues. Jafza reserves the right to disconnect electricity and water supply in such cases and impose other measures as appropriate, described in this section. Instances of such violations include, but are not limited to the following (applicable EHS penalty code shall be referred for the following violations):

- (a) commencement of operations of a new Client from a warehouse/factory unit without a Fitness Certificate;
- (b) commencement of operations of a new Client from an undeveloped/semi-developed (during construction)/developed Plot, without a Fitness Certificate;
- (c) commencement of operations of an existing Client from the new/expanded/ modified facility, without amendment of its existing Fitness Certificate;
- (d) commencement of operations of additional/amended activities of an existing Client, without amendment of its existing Fitness Certificate;
- (e) commencement of operations from additionally installed machinery/ equipment of an existing Client, without amendment of its Fitness Certificate;
- (f) a Client operating without a valid renewed Fitness Certificate; and
- (g) a Client who has sub-Leased Premises or obtained an additional Licence, operating without a valid Fitness Certificate.

Note: In case of serious EHS violations, the existing Fitness Certificates from a Client who is in such violation shall be revoked until such time the violation is addressed to the satisfaction of the EHS.

14.6. **Accident reporting**

In the event of failing to immediately report an accident, including a minor one, to PCFC emergency control room on telephone 8833111, EHS-Trakhees shall levy a fine as per EHS penalty code.

14.7. **Accommodation**

14.7.1 A Client who houses more than the permissible number of persons prescribed for each class of room, in the Accommodation, shall be fined AED 2,500 (same tenants, sponsored by Jafza) and AED 10,000 (same tenant, not sponsored by Jafza) per additional person..

14.7.2 In the event that a Client fails to rectify the breach in Rule 14.7.1 within seven days, Jafza may take such action as necessary, including termination of License.

14.7.3 A Client failing to maintain the standards of external Accommodation (as defined by EHS), shall be issued with a warning letter giving 45 days to remedy the situation. A fine of AED 500 per day shall be applied after expiry of the time allowed until the Client rectifies the situation and obtains approval from EHS.

14.7.4 If the condition of the Accommodation is extremely poor and poses an immediate danger to the health of the occupants, Jafza reserves the right to impose other non-financial sanctions, including repatriation of some or all the staff occupying the Accommodation.

14.7.5 Jafza shall carry out regular inspections to ensure that no food is cooked in rooms in the Accommodation (other than senior rooms). A violator of this rule shall be warned through the Client on the first occasion. In the event that this violation is repeated, Jafza shall impose a fine on the Client and the violator of AED 5,000. On further violation Jafza may take such action as necessary, including termination of License.

14.8. **Environment, Health and Safety**

14.8.1 A Client shall comply with EHS regulations. EHS or Jafza may take necessary action in the event of non-compliance including the actions in the scenarios below:

(a) Immediate danger to environment, health and safety:

In such situations, EHS will issue a "**Prohibition Notice**", which requires an immediate cessation of operations until such time as the required remedial action has been implemented to the satisfaction of EHS.

(b) Potential danger to health and safety and environment:

For such situations EHS will issue a "**Correction Notice**", specifying the necessary corrective action and the required completion date. This will however be discussed with the concerned Client and EHS will approve the completion date. EHS will then monitor implementation to ensure a positive response.

(c) Minor violations:

For these situations EHS will notify the Client of the violation. However, if there is a persistent failure to remedy these, then EHS will issue a "**Warning**

Notice", defining the necessary corrective action and appropriate completion date.

- 14.8.2 Failure to comply with a Prohibition Notice, Correction Notice or Warning Notice may result in a penalty and fine. Where the Client does not act in accordance with the Prohibition Notice, Correction Notice or Warning Notice, it may face further penalties and fines.
- 14.8.3 Unauthorised dumping within the Free Zone is an offence and Jafza may impose appropriate financial penalties and non-financial sanctions on the offenders as per the current EHS regulations and schedule of Tariffs and penalties or fines. In all cases the dumped material must be cleared, either by the offending Client or by Jafza who will charge the Client accordingly.
- 14.8.4 Jafza/EHS-Trakhees may impose a maximum financial penalty and non-financial sanctions as per the current EHS regulations and schedule of Tariffs and penalties or fines for serious violations of EHS requirements.

Some examples of serious violations are:

- (a) negligence leading to death or serious injury;
- (b) discharge of untreated, industrial waste or hazardous materials without EHS approvals;
- (c) mishandling, abandonment or unsafe storage of dangerous goods or materials;
- (d) construction site violations with EHS potential risk; and
- (e) operating equipment or machinery, or conducting activity without EHS approvals.

Jafza may investigate the circumstances leading to a violation and the Client shall cooperate with Jafza for such investigation.

- 14.8.5 If the Client abandons goods on the Premises or in the Free Zone then in addition to financial penalties Jafza may take such measures as necessary to remove the abandoned goods, including disposing or auctioning the abandoned goods. The Client shall lose claim of ownership over the goods once they are abandoned.
- 14.8.6 Unauthorised use of containers or portacabins on a Client's Premises will result in a fine of AED 1,000/- per day following the grace period to remove the same.
- 14.8.7 A Client barring Jafza's inspectors from entering the Premises or hindering their tasks in any way is, in addition to any penalty or action, liable for a fine of AED 5,000/- on the first occasion. The fine will be AED 10,000/- on any subsequent occasion.

14.9. **Unauthorised entry**

In the event of an individual entering the Free Zone without the appropriate authorisation (pass, company employment card, etc), and where such entry is as a result of a Client aiding and abetting such an entry, then the Client shall be warned in the first instance and the individual will be handed over to Dubai Police. Subsequent violations shall result in a fine of AED 1,000/- per unauthorised person entry and Jafza shall take action as deemed necessary.

14.10. **Client violations**

In the case of a default by a Client or its shareholder under the Free Zone Rules and other relevant rules and regulations, including implementing regulations, or in case of breach of terms and conditions of the Client's Licence, Jafza may impose a fine up to AED 10,000/- per

day during the period of such non-compliance, in addition to any other action that Jafza may deem appropriate.

15. HEALTH, SAFETY, ENVIRONMENT AND FIRE**15.1. General**

15.1.1 Paved ground in front and behind warehouses and corridors, between offices of buildings and open areas, and between Premises, are not to be used for placement or storage of equipment, waste, or other items.

15.1.2 Cooking is not permitted in the Premises.

15.1.3 A Client shall ensure that its Employees directly involved in processing, manufacturing, or packaging edible or health products (e.g., pharmaceutical, cosmetics, etc.), have a valid 'Occupational Health Card', issued by the Dubai Municipality and/or EHS, which they must keep readily available for inspection on request by Jafza or EHS.

15.2. Reporting of accidents or serious illnesses

15.2.1 In addition to contacting the relevant public emergency service, in the event of an Employee suffering contagious/serious illness or emergency medical condition or an accident/incident/fire, it shall be the Client's responsibility to immediately report the same to the PCFC emergency control room/EHS emergency control center as well, at Tel: 8833111. The emergency control room shall then notify the relevant emergency services.

15.2.2 Within one day of an accident, a Client must present a written report to the EHS and in accordance with the EHS procedures, provide the Employee's name, identity number, job title, address and nationality. The report must also include a brief account of the circumstances of the accident and a note of medical aid provided.

15.2.3 A Client shall maintain records of notable accidents which an Employee suffers.

15.2.4 In the event of an Employee suffering from food poisoning or an infectious disease, the Client shall be required to promptly notify the same to EHS. A Client is required to fully co-operate with Jafza and EHS-Trakhees in the event of such incidents.

15.3. Collection of domestic waste

Jafza will be responsible for the provision of domestic waste management services (including but not limited to the collection and disposal of domestic waste generated at the premises of Clients) – directly or through any of its affiliates or an outsourced service provider - to all Clients and companies in the Free Zone. For this purpose, where required, skips and pick-up services will be provided to Clients occupying land sites, factory units and occupants of sheds. Charges for provision and collection of skips and pick-up services will be as announced from time to time.

15.4. Domestic sewage

15.4.1 No new soak ways are permitted and where no sewage system is available, suitably sized septic/holding tanks shall be constructed by the Client for regular disposal.

15.4.2 Buildings, including Ready Built Premises, will be connected to the sewage system wherever it is operational in the Free Zone.

15.4.3 Annual charges for this connection (excluding office buildings), will be as per the Tariff. The Tariff will also be applicable to LIUs connected to septic tanks.

15.5. Industrial waste

15.5.1 Liquid industrial waste shall be treated by the Client generating the waste, to the required applicable standard for each receiving medium (e.g., land, sea, municipality sewer). However, as a policy, the Client shall explore all possibilities to recycle/re-use and recover waste to the satisfaction of Jafza/EHS, prior to an approval for disposal of the same. For further information on these standards, the Client should liaise with EHS.

15.5.2 A Client generating liquid industrial waste for discharge into industrial drainage lines (where applicable) laid by Jafza, will be required to provide a holding tank of a suitable size to be agreed by Jafza/EHS. The condition of effluents from such tanks will be subject to checks and monitoring programs as determined by Jafza/EHS-Trakhees.

15.5.3 For connection of the Client's treated industrial wastewater drainage line to the Free Zone's main industrial drainage lines i.e. harbor discharge line (for subsequent disposal of treated industrial waste effluent), the following conditions must also be satisfied:

- (a) certain control and metering/recording devices must be provided to the satisfaction of Jafza and EHS on the Client's industrial drainage line and must be made accessible to the EHS staff whenever required. Upon compliance with the above and satisfactory inspection to verify the same, EHS may issue harbour discharge permit to the respective Client;
- (b) in the case of failure to achieve the EHS standard, the discharge into the Free Zone's main industrial drainage system will be stopped immediately and the Client shall be responsible for any consequences; and
- (c) charges will be levied in line with the Tariff prior to issuance of harbour discharge permit.

15.5.4 Industrial solid waste, which is considered by Dubai Municipality as non-hazardous waste, can be disposed in accordance with these Free Zone Rules. However, such industrial wastes shall be collected, stored, and/or disposed separately as per Dubai Municipality requirements.

15.5.5 Industrial solid or liquid waste, which is considered to be hazardous by Jafza and by Dubai Municipality, should be dealt with as laid down in Rule 15.5.6 below.

15.5.6 Disposal of heavy industrial solid waste shall be the responsibility of companies generating such waste. However, the requirement for disposal of such waste should be intimated to Jafza/EHS-Trakhees at the project planning/application stage itself for initial approval from Dubai Municipality.

15.6. Disposal of hazardous waste

15.6.1 Dubai Municipality is the controller of waste disposal sites in the Emirate of Dubai and it has its own local order and technical guidelines. A Client shall be aware of such orders, guidelines and rules in order to fulfill such requirements. The orders, guidelines and rules can be obtained from Dubai Municipality or EHS-Trakhees.

15.6.2 Hazardous waste must be separated at site and source from ordinary or general waste and should be disposed at Dubai Municipality's hazardous disposal site in accordance with the following procedures:

- (a) the Dubai Municipality application for hazardous waste form should be completed by the waste generator (the Client) online at the Dubai Municipality website;
- (b) the Client shall submit the copy of completed form to EHS-Trakhees for initial approval and pay the applicable Tariff;
- (c) upon approval, Dubai Municipality will notify the Client the disposal instructions. There will be charges applied by Dubai Municipality for the disposal of such waste. The charges can be obtained from Dubai Municipality;
- (d) upon completion of inspection by an EHS inspector at the respective Client's Premises, EHS shall issue inspection report with approval to the Client for Dubai Municipality's reference and/or final approval. Any discrepancies observed during EHS' inspection visit to the Client's Premises in terms of quantity and quality of the hazardous waste materials proposed for disposal, EHS reserves the right to reject such application and to take appropriate action without any reference; and
- (e) copy of the approval of EHS and Dubai Municipality is essential to permit the waste to leave the Free Zone for disposal through Dubai Municipality.

15.7. Use of containers

During operations, use of containers is generally not permitted on a Client's Premises under the following categories:

- (a) Containers/portacabin for material storage:

Use of containers for any kind of storage is not permitted; this includes containers used for material storage within the warehouse as well as outdoors. However, EHS will review the above restrictions for containers or portacabins used for operational purpose.

- (b) Containers or portacabin for general purpose:

The containers or portacabins are not permitted to be used as for general purpose such as (mess hall, accommodation block for staff or any other purpose) that may endanger health and safety of workers, create potential fire and environment hazard and affect aesthetic look of Free Zone. However, in order to use the portacabin as site office, Jafza/EHS will review the above restrictions for containers or portacabins used for operational purpose.

- (c) Use of Premises as containers or portacabin storage yard:

A Client shall not be permitted to utilize its Premises as a yard for empty container or portacabins storage. Growth of business, cancelled contracts, etc. cannot be considered as an excuse for such storage.

In exceptional cases the above three scenarios can be permitted where a Client has a business requirement, which must be submitted for review and approval from Jafza. If approved, a refundable deposit, as per relevant EHS procedure, shall be payable for each container or portacabin and a time frame for use of container or portacabin will be agreed, which shall be no greater than four months. Without such approval and the appropriate permit, security will not allow entry of the container or portacabin into the Free Zone. Unapproved usage or exceeding the time frame will be subject to fines and penalties.

15.8. Public health levy

Jafza attaches great importance to matters concerning public health, safety and environment and expects the Client to attach the same degree of importance to such matters. A Client, other than a Client with a Lease of an office space, shall be required to pay the levy given in the Tariff. The levy covers the cost of pest control services and garbage collection services. The levy does not cover the cost of fumigation and termite control services.

15.9. Fire protection, fire prevention and fire/emergency control

15.9.1 A Client shall cooperate and comply with fire protection, fire prevention and fire/emergency control preventive and fire control measures taken by Jafza in accordance with the current regulations and practices as stipulated through Trakhees/EHS Division.

15.9.2 A Client who has Leased a Ready Built Premises which have been modified or a Plot whereupon the Client has constructed, must ensure that effective fire protection systems, complying with local regulations, are installed and that a dedicated telephone connection is made to the 'Fire Station Emergency Control Centre (ECC)'. False fire alarms or calls at the ECC must be avoided.

15.9.3 Trakhees fire department or any other competent authority is authorised to take full control of a fire-fighting situation. Where there is reasonable justification, fire fighting personnel are authorised to make a forced entry into a Premises. Such reasonable justification includes but is not limited to where fire fighting personnel have reasonable suspicion of a fire and the Premises is unmanned, unguarded, closed or locked, or where failure to do so could result in significant loss. Trakhees and Jafza shall not be liable for loss that may be caused to the Premises of the Client due to fire.

16. TRAFFIC AFFAIRS

16.1. General

16.1.1 The roads in the Free Zone are treated as public roads. A driver or operator of a vehicle or equipment must be in possession of a valid licence issued by the Roads and Transport Authority ('RTA') and any other competent authority, and suitable for the class of vehicle or equipment being driven or operated. Vehicles shall only be parked in designated public parking or in the Leased area; violators may incur fines.

16.1.2 Vehicles and mobile equipment such as forklift trucks, including those whose operations are confined to the Client's Premises, need to be properly licenced by the RTA before they are put into use. Operators and drivers of such vehicles and equipment must be in possession of a valid driving licence issued by RTA suitable for the class of vehicles being driven.

16.2. Vehicles owned by Clients

16.2.1 A Client is not permitted to purchase a commercial vehicle (i.e., pick-ups, trucks, forklift etc) unless prior approval is obtained from Jafza.

16.2.2 A Client is permitted to register one ton (maximum) pick-up trucks, for the purpose of transporting the Client's staff in and out of the Free Zone and for conveying goods from the local market into the Free Zone. However, such vehicles must not be used to deliver goods to customers in mainland United Arab Emirates.

16.2.3 A Client required to register a pick-up of greater than one ton capacity must appoint an agent to do so on its behalf and the pick-up must then be registered in the agent's name.

16.3. Cars for Employees

16.3.1 Sponsored Employees can register private cars, but require a “No objection” from Jafza.

16.3.2 Jafza shall issue the necessary “No objection” addressed to RTA for the Employees for the test and in order to obtain the driving licences.

17. STAFF ACCOMMODATION

17.1. General

17.1.1 Accommodation is available in the Accommodation complexes in the Free Zone.

17.1.2 A Client is not permitted to either share or transfer the Accommodation to another Client without prior approval by Jafza.

17.1.3 A Client who has leased Accommodation is required to comply with terms and conditions of the tenancy contract, Free Zone Rules and regulations. Non compliance will result in the tenancy contract being terminated.

17.1.4 Where a Client requires its Employee to be transferred from one Accommodation to another it shall submit a letter to such effect to Jafza.

17.2. Occupancy of rooms

The maximum number of individuals to be accommodated in the various types of rooms available shall be as published by Jafza.

17.3. Cooking in rooms

Cooking in the rooms of the Accommodation (other than the senior blocks, where kitchens are provided), is prohibited on the grounds of health and safety.

17.4. Accommodation outside the Free Zone

17.4.1 A Client wishing to accommodate its Employees in accommodation complexes or houses outside the Free Zone should inform Jafza in writing. In addition, the following information should be submitted to Jafza:

- (a) detailed address and location of the premises which is to be used for accommodation;
- (b) a layout plan of the premises showing the number of rooms with sizes in square meters, the number of ablution facilities with sizes, the size of corridors and the size of open yards;
- (c) general condition of the building with details of major structural damages;
- (d) the condition of sanitation and hygiene in the building;
- (e) the number of people who will be occupying each room;
- (f) arrangement for eating or gathering;
- (g) details of amendments or renovations the Client wishes to incorporate into the building; and
- (h) copy of the tenancy contract.

17.4.2 The criteria for the minimum standard for accommodation can be obtained from EHS.

17.4.3 Jafza shall carry out regular inspections in order to ensure that these standards are maintained.

18. SECURITY

- 18.1 DWS/PCFC is tasked with providing security in the Free Zone and for authorising movement of vehicles and personnel into and out of the Free Zone. In the event of fire, theft, or other violations of security coming to the notice of a Client, the Client shall notify DWS/PCFC. Where required DWS/PCFC may notify or involve the Dubai Police.
- 18.2 Vehicles and personnel moving in and out of the Free Zone are required to have the appropriate pass or permit.
- 18.2 For security reasons, a Client must inform DWS/PCFC about any shift working arrangements.
- 18.4 Vehicles entering and leaving the Free Zone, shall be subject to search/security check, at the various entry/exit gates.
- 18.5 A Client who has either modified the Ready Built Premises or has constructed a building on the Plot shall be required to lodge a second key for the Premises with DWS/PCFC to ensure ready access in the event of fire or other serious incident. Such second key shall also be deposited in the event of locks are changed.
- 18.6 A Client is required to provide written details of a contact person to DWS/PCFC in order to facilitate fast responses in the event of fire, burglary or other incident.
- 18.7 For a serious traffic violation occurring within the Free Zone, DWS/PCFC shall notify the Dubai Police for them to take appropriate action.
- 18.8 Firearms will not be allowed in the Free Zone. Any violation will be notified to the appropriate authority.
- 18.9 Photography or video recording within Jafza is strictly prohibited. A Client who may require to carryout photography or a filming session must approach Jafza customer relations and DWS/PCFC for authorisation.
- 18.10 Traffic accidents, incidents or violations shall be reported to DWS/PCFC control room. DWS/PCFC telephone number is: 048832200.

19 TERMINATION OF LEASE AND LICENCE

In the event of the termination, discontinuance or invalidity of the Lease or Licence, a Client shall by or before the date of such termination:

- 19.1 settle all outstanding operational issues, including financial, in liaison with Jafza;
- 19.2 cancel the sponsorship of or transfer the Sponsored Employees. Similarly, the records of passes for the non-sponsored Employees such as 'Permanent Access Card' and 'Permanent ID Card' must be surrendered for cancellation;
- 19.3 ensure the Premises are fully vacated, i.e., furnishings and equipment are removed and the Premises are restored to their original condition; and
- 19.4 dispose waste material or contaminated soil in accordance with Free Zone regulations, for which approval from EHS should be obtained.

Sultan Ahmed Bin Sulayem

Chairman of Ports, Customs & Free Zone Corporation

Issued in Dubai on:

SECTION D	Tariff
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20 JAFZA/JEBEL ALI FREE ZONE TARIFF

Licence and Lease Services Fees

Type of Services	Fees/AED
Trading License - New or Renewal or Amendment (One Group – up to 7 activities)	5,500
Trading License - New or Renewal or Amendment (Two Group – up to 12 activities)	9,000
Industrial License - New or Renewal or Amendment (One Group –up to 7 activities)	5,500
Industrial License - New or Renewal or Amendment (Two Group – up to 12 activities)	9,000
Industrial License - Renewal only with management approval (3 Group)	12,500
Service License - New or Renewal or Amendment	8,000
Logistics License - New or Renewal or Amendment	30,000
General Trading License - New or Renewal or Amendment	30,000
Trading + Industrial each additional Activity from the same Group	500
Late Payment Fee for expired License (on monthly basis)	1000
License Re-Print	100
Registration for FZE	10,000
Registration For Branch	5,000
Registration for FZCO	15,000
All Branch letters	100
Sub Lease (1 - 5 leases)	20,000
Sub Lease (6 leases)	35,000
Sub Lease (7 leases)	40,000
Sub Lease (8 leases)	45,000
Sub Lease (9 leases)	50,000
Each Additional Lease (Sub Lease)	5000
New + Amendment Authorization Card	50
Manager Name Change	500

Type of Services	Fees/AED
Company Name Change	1,500
Name Plate for Office	500
Client Cancellation (company termination Fees)	1,500

JAFZA ADMINISTRATIVE SERVICES

Admin Services Proce List

Processes Name	Pricing Condition	Service Charge (AED)	Combined or Single
Apply for Permanent Access Card "PAC"	PAC New = 1 Year	400	Single
	PAC New = 2 Year	600	
	PAC New = 3 Year	800	
Apply for Temporary Access Card "TAC"	TAC monthly chargers * number of months	100	Single
Apply for Temporary Identity Card "TIC" (Labour Section)	TIC monthly chargers * number of months	100	Single
Apply for Permanent ID Card	PIC Renewal period = 1 Year	300	Combined
	DNRD Work Permit	1820	
	DNRD Application fee	50	
	Contract attestation	100	
Renew Permanent Access Card	PAC Renewal = 1 Year	400	Single
	PAC Renewal = 2 Year	600	Single
	PAC Renewal = 3 Year	800	Single
Renew Temporary Access Card	TAC monthly chargers * number of months	100	Single
Renew Permanent ID Card	PIC Renewal period = 1 Year	300	Combined

	DNRD Work Permit	1820	
	DNRD Application fee	50	
	Contract attestation	100	
Renew Temporary Identity Card (Labour Section)	TIC monthly chargers * number of months	100	
Cancel Permanent Access Card		0	
Cancel Permanent ID Card		0	
Cancel Temporary Access Card		0	
Request for letter to Abu Dhabi Security Passes Office (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Abu Dhabi Security Pass'	100	Single
Request for Company Letter to External Agency (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Letter external Agency'	100	Single
Request for Consulate and Embassy Letters (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Consulate Embassy Letters'	100	Single
Request for letter to Dubai Port Authorities for Pass Clearance (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Port Passes'	100	Single
Request for Letter to Police on Lost Documents (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Lost Documents to Police'	100	Single
Request for Salary Certificate to Government Agency (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Salary Certificate Government Agency'	100	Single
Request for Salary Certificate to Consulate / Embassies (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Salary Certificate Consulates and Embassy'	100	Single
Request for Service Certificate (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Service Certificate'	100	Single

Request for letters to Consulates and Embassies of SCHENGEN Countries (English)	NOC and Salary letter Service Request Problem code = 'English Consulates and Embassies SCHENGEN'	100	Single
Request for Consulate and Embassy Letters (English)	NOC and Salary letter Service Request Problem code = 'Consulate Embassy English'	100	Single
Request for Salary Certificate to Bank (English)	NOC and Salary letter Service Request Problem code = 'Salary Certificate Bank English'	100	Single
Request for Salary Certificate to Consulate / Embassies (English)	NOC and Salary letter Service Request Problem code = 'English Salary Certificate Consulates and Embassy'	100	Single
Request for Service Certificate (English)	NOC and Salary letter Service Request Problem code = 'English Service Certificate'	100	Single
Request for letter to Road and Transport Authority "RTA"	NOC and Salary letter Service Request Problem code = 'Arabic RTA letter' for employee	100	Single
Request for Trade Licence (Arabic)	NOC and Salary letter Service Request Problem code = 'Arabic Trade Licence NOC'	500	Single
NOC letter for Liquor Permit	NOC letter for Liquor Permit	1000	Single
Request for Duplicate Company Vehicle Registration		200	Single
Transfer Company vehicle Registration (Internal/External)		200	Single
Apply for Company Vehicle Registration	Vehicle Type = 'Light Bus'	200	Single
	Vehicle Type = 'Heavy Bus'	200	Single
	Vehicle Type = 'Heavy Vehicle'	200	Single
	Vehicle Type = 'Heavy Vehicle-Truck'	200	Single
	Approval charges for Vehicle Type = 'Heavy Vehicle-Truck'	10000	Combined

		Vehicle Type = 'Light Vehicle'	200	Single	
		Vehicle Type = 'Light Forklift'	200	Single	
		Vehicle Type = 'Heavy Forklift'	200	Single	
		Vehicle Type = 'Motor Cycle'	200	Single	
		New Car Station	200	Single	
		Heavy Crane New	200	Single	
		Heavy Machine New	200	Single	
		Heavy Mechanical New	200	Single	
		Heavy Pick-up New	200	Single	
		Jeep Station New	200	Single	
		Light Machine New	200	Single	
		Light Mechanical New	200	Single	
		Light Pick-up New	200	Single	
		Light Van New	200	Single	
Renew	Company	Vehicle	Vehicle Type = 'Light Bus'	200	Single
Registration			Vehicle Type = 'Heavy Bus'	1120	Single
			Vehicle Type = 'Heavy Vehicle'	1120	Single
			Vehicle Type = 'Heavy Vehicle-Truck'	1120	Single
			Vehicle Type = 'Light Vehicle'	200	Single
			Vehicle Type = 'Light Forklift'	200	Single
			Vehicle Type = 'Heavy Forklift'	200	Single
			Vehicle Type = 'Motor Cycle'	200	Single
			Car Station Renew	200	Single
			Heavy Crane Renew	200	Single
			Heavy Machine Renew	200	Single

	Heavy Mechanical Renew	200	Single
	Heavy Pick-up Renew	200	Single
	Jeep Station Renew	200	Single
	Light Machine Renew	200	Single
	Light Mechanical Renew	200	Single
	Light Pick-up Renew	200	Single
	Light Van Renew	200	Single
	Apply for Export Number Plate	200	Single
	Apply for Tejari Number Plate New/Renewal	200	Single
Cancel Company Vehicle Registration	Vehicle Type = 'Light Vehicle'	200	Single
	Vehicle Type <> 'Commercial Vehicle'	200	Single
	Retain Registration Number = Yes	200	Single
	Apply for Company Vehicle Tourist Permit	200	Single
Apply for Visit Visa (30 days)	Entry Permit New	1000	Combined
	DNRD Application fee	50	
	Travel Insurance (Mandatory)	40	
	Applicant in country = Yes	780	
Apply for Visit Visa (90 Days)	Entry Permit New	2000	Combined
	DNRD Application fee	50	
	Travel Insurance (Mandatory)	90	
	Applicant in country = Yes	780	
Apply Visit Visa Multiple Entry	Multiple entry visit visa	3200	Combined
	DNRD Application fee	50	
	Travel Insurance	185	
Visit Visa Correction (30 days)	Entry Permit Correction	780	Combined

	DNRD Application fee	50	
	Travel Insurance (Mandatory)	40	
Visit Visa Correction (90 Days)	Entry Permit Correction	1380	Combined
	DNRD Application fee	50	
	Travel Insurance (Mandatory)	90	
Apply for Employment Visa	Entry Permit New	720	Combined
	DNRD Application fee	50	
	EIDA schedule charge	90	
	Government Medical Required = Yes (Mandatory)	350	
	Medical 48 hours (Optional)	470	
	Medical 24 hours (Optional)	600	
	Medical VIP (Optional)	1200	
	Employment Card Renewal Period = 3 years	450	
	Entry Permit Urgency = Yes	160	
	Applicant in Country = Yes	780	
	Residence Permit New	690	
	DNRD Application fee	50	
	Residence Permit Stamping = Urgent	300	
	Applicant age above 60 years	5000	
Apply for Employment Visa (VIP Package)	Entry Permit New	580	Combined
	DNRD Application fee	50	
	EIDA Card	970	
	Medical VIP (Mandatory)	1200	
	Employment Card Renewal Period = 3 years	450	
	Entry Permit Urgency	160	

	Applicant in Country = Yes	780	
	Residence Permit New	690	
	DNRD Application fee	50	
	Residence Permit Stamping Urgent	300	
	Applicant age above 60 years	5000	
Amend Company Employment Card		300	Single
Apply for Duplicate Company Employment Card		300	Single
Renew Company Employment Card	Employment Card Renewal Period = 3 years	400	Single / Combined with R/P
Request for Employee Local Transfer	Local transfer	620	Combined
	DNRD Application fee	50	
	Employment Contract attested by labour	100	
	CEC Amendment in local transfer	300	
	Job title change = yes	220	
	Residence Permit stamping - urgent	300	
Transfer Employee Sponsorship	Transfer sponsorship at GDRFA	800	Combined
	DNRD Application fee	50	
Apply for Health Card		360	Single
Renew Health Card		360	Single
Airport Attendance		120	Single
Attendance Court and Police		100	Single
Attestation of Company Representative (New/Renewal)	For Sponsored Employee	200	Single
	For Non Sponsored Employee	200	Single
Attestation of Copy of		100	Single

Employment Contract

Attestation of Customs Attestation Form		100	Single
Attestation of Documents for Non-Competition for Sponsored Employees		300	Single
Attestation of Documents to Obtain Original Pink Visas from Immigration		170	Single
Attestation of Employment Contract		100	Single
Declare Abscondee Notification	If Visa Type = 'VISIT' then Absconder Fine	6500	Combined
	If Visa Type = 'Employment' then Absconder Fine	1500	
	Absconder Notification	100	
	Airfare security for Absconder	0	
Withdrawal of Absconder Notification	Withdrawal of Absconder at immigration	1600	
Withdrawal of Absconder with Residence Permit Cancellation	Absconder withdrawal	1600	Combined
	DNRD Application fee	50	
	RP Cancellation	200	
	RP Cancellation without PP	500	
	Urgency = Yes	100	
Dependent- Entry Permit Application - Child Born Outside with Separate Passport	Dependent Visa Service Charge	100	Single
Dependent- Entry Permit Renewal	Dependent Visa Service Charge	100	Single
Dependent -Residence Visa Renewal – 18 years old male student	Dependent Visa Service Charge	100	Single
Dependent- Residence Visa Renewal - wife and children	Dependent Visa Service Charge	100	Single

Dependent-Entry Permit - Maid	Dependent Charge	Visa	Service	100	Single
Dependent Residence Transfer from old to new passport	Visa Charge	Dependent	Service	100	Single
Dependent Visa Stamping - Born Child on Separate Passport	Dependent Charge	Visa	Service	100	Single
Dependent Visa Stamping - Deletion from Mother Stamping to Child's New Passport	Dependent Charge	Visa	Service	100	Single
Dependent Visa Stamping - Endorsement Child on Mothers Passport Inside	Dependent Charge	Visa	Service	100	Single
DEWA services	Service Charges only. (Dewa Deposit not included)			200	Single
Driving Licence - Sponsored Employees	Temporary Driving Application	Driving	Licence	200	Single
	Local Driving Application - New	Driving	Licence	200	Single
	Renewal of Local Licence Application	Driving	Licence	200	Single
	Duplicate Local Licence Application	Driving	Licence	200	Single
	New International Licence Application	Driving	Licence	200	Single
	Driving Licence (Conversion of Licence) Application	Transfer of Driving	Licence	200	Single
	Renewal of Internal Licence Application	Driving	Licence	200	Single
Duplicate Health Card				100	Single
Employee - Internal Ban with RP cancellation	Jafza Internal Ban			500	Combined
	Residence Permit Cancellation			200	
	DNRD Application fee			50	
	Urgency = Yes			100	

Employee Residence Permit Cancellation	Residence Permit Cancellation (without ban)	200	Combined
	DNRD Application fee	50	
	Urgency = Yes	140	
Entry Permit Correction	Entry Permit	630	Combined
	DNRD Application fee	50	
	Urgency = Yes	160	
Entry Permit New After Two Renewals	Entry Permit	490	Combined
	DNRD Application fee	50	
	Urgency = Yes	160	
Entry Permit Renewal	Entry Permit	490	Combined
	DNRD Application fee	50	
	Urgency = Yes	160	
Entry Permit (Employment) Cancellation unutilized	Entry Permit Cancellation	170	Combined
	DNRD Application	50	
Etisalat Telecom Services	Service Charge per request	100	Single
Post Office Services	Service Charge per request	100	Single
Amend Employee Contract	Amend Employment Contract	200	Combined
	Contract attestation by labour	100	
	Job title change on RP	220	
	DNRD Application fee	50	
	Amend CEC (If job title change)	300	
	Urgency = Yes (If Job Title Change)	300	
Release (Employment) Signed VIP Package	In If Release signed in type = 'Father/Husband to Government' then Release Transfer Charge at Immigration	530	Combined
	Release Signed in Processing	960	

			DNRD Application fee	50	
			EIDA Card	970	
			Medical VIP (Mandatory)	1200	
			Employment Card Renewal Period = 3 years	450	
			Residence Permit New	690	
			Residence Permit Urgent	300	
			Applicant age above 60 years	5000	
Release (Employment)	Signed	In	If Release signed in type = 'Father/Husband to Government' then Release Transfer Charge at Immigration	530	Combined
			Release Signed in Processing	960	
			DNRD Application fee	50	
			EIDA schedule charge	90	
			Government Medical Required = Yes (Mandatory) Normal	350	
			Medical 48 hours (Optional)	470	
			Medical 24 hours (Optional)	600	
			Medical VIP (Optional)	1200	
			Employment Card Renewal Period = 3 years	450	
			Residence Permit New	690	
			Residence Permit Urgent	300	
			Applicant age above 60 years	5000	
Release Signed Out				200	Single
Residence Permit After 6 Months	Re-entry	7th Month		530	Combined
		8th Month		630	
		9th Month		730	
		10th Month		830	

	11th Month	930	
	12th Month	1030	
	13th Month	1130	
	14th Month	1230	
	15th Month	1330	
	16th Month	1430	
	17th Month	1530	
	18th Month	1630	
	DNRD Application fee	50	
Entry permit Re-entry	If system date > entry permit rejection date then entry permit re entry charges = YES	500	Single
Residence Permit Renewal with Medical Fitness (CEC Renewal Synchronised)	Residence Permit Renewal	900	Combined
	Residence Permit Urgent = Yes	300	
	DNRD Application fee	50	
	EIDA Schedule charge	90	
	Contract Attest. By Labour	100	
	Government Medical Required = Yes (Mandatory) Normal	350	
	Medical 48 hours (Optional)	470	
	Medical 24 hours (Optional)	600	
	Medical VIP (Optional)	1200	
	Applicant age above 65 years	5000	
Residence Permit Renewal with Medical Fitness (CEC Renewal Synchronised) VIP Package	Residence Permit Renewal	900	Combined
	Residence Permit Urgent	300	
	DNRD Application fee	50	
	EIDA Card	970	
	Contract Attestation by Labour	100	

	Medical VIP	1200	
	Applicant age above 65 years	5000	
Residence Permit Stamping Due to Lost Passport	Normal	520	Combined
	Residence Permit Urgent	300	
	DNRD Application charges	50	
Residence Permit Transfer to New Passport	Normal	220	Combined
	Residence Permit Urgent	300	
	DNRD Application fee	50	
Residence Permit - Change of Nationality	Change of nationality in RP	520	Combined
	DNRD Application fee	50	
	Urgency = Yes	300	
Residence Permit - Cancel Without PP	RP Cancel without Passport	500	Combined
	DNRD Application fee	50	
Residence Permit - Correction	Correction on Residence Permit	360	Combined
	DNRD Application fee	50	
Residence Permit Renewal with Medical Fitness & EC Amend (Job title) CEC renewal synchronised	Residence Permit Renewal	900	Combined
	Amend Employment Contract	200	
	Contract Attestation by Labour	100	
	DNRD Application fee	50	
	Job title change on RP	220	
	CEC Amendment (if job title change)	300	
	EIDA Schedule charge	90	
	Government Medical Required = Yes (Mandatory) Normal	350	
	Medical 48 hours (Optional)	470	
	Medical 24 hours (Optional)	600	
Medical VIP (Optional)	1200		

	Residence Permit Urgent = Yes	300		
	Applicant age above 65 years	5000		
Residence Permit Renewal with Medical Fitness & EC Amend (Job title) CEC renewal synchronised	Residence Permit Renewal	900	Combined	
	Amend Employment Contract	200		
	Contract Attestation by Labour	100		
VIP Package	DNRD Application fee	50		
	Job title change on RP	220		
	CEC Amendment (if job title change)	300		
	EIDA Card	970		
	Medical VIP	1200		
	Residence Permit Urgent	300		
	Applicant age above 65 years	5000		
	Local transfer	620		
	Residence Permit Renewal with Local Transfer & Medical Fitness (CEC renewal synchronised)	Residence Permit Renewal	900	Combined
		Contract Attestation by Labour	100	
DNRD Application fee		50		
Job title change on RP		220		
CEC Amendment		300		
EIDA Schedule charge		90		
Government Medical Required = Yes (Mandatory) Normal		350		
Medical 48 hours (Optional)		470		
Medical 24 hours (Optional)		600		
Medical VIP (Optional)		1200		
	Residence Permit Urgent = Yes	300		
	Applicant age above 65 years	5000		

Residence Permit Renewal with Local Transfer & Medical Fitness (CEC renewal synchronised)	Local transfer	620	
	Residence Permit Renewal	900	Combined
	Contract Attestation by Labour	100	
VIP Package	DNRD Application fee	50	
	Job title change on RP	220	
	CEC Amendment	300	
	EIDA Card	970	
	Medical VIP	1200	
	Residence Permit Urgent	300	
	Applicant age above 65 years	5000	
Courier collection/delivery	Auto capture per attempts per SR	10	Combined
Courier collection/delivery - Outside JAFZA	Auto capture per attempts per SR	20	Combined
Courier collection/delivery - OTC	Auto capture per attempts per SR	100	Combined

Admin Services - Stand alone Services Codes

Processes Name	Pricing Condition	Service Charge (AED)	Combined or Single
Attestation of Documents		100	Single
Miscellaneous Charges	This service is used to collect admin variable service charges which are not part of standard services	(open)	Single
Certificate of Payment/WPS - Late Submission	Failure to submit COP/prove transfer of the Employee's salary through WPS by the 15 th of the month will result in monthly fines on the Client	2500 per month	Single
Immigration Over Stay Fine	This service is used to collect fine for overstaying days as part of Immigration Services. These charges are varied for each request	(open)	Single
CEC late renewal fine	CEC expired more than 60 days	500	Single
Employee found working for other companies	Fine	500	Single
Entry without pass	Fine	1000	Single
FZ Service letter	Pricing Stand alone NOC letters	100	Single
NOC to Ministry of Labour	Pricing Stand alone NOC letter	200	Single
NOC to Operate in Dubai	Pricing Stand alone NOC letters	500	Single
Letter to RTA (for Company)	Pricing Stand alone NOC letters	200	
VIP Lounge Arrangements		1500	Single
Report of Human Remains		3000	Single
Service Fee health card processed out		50	Single
Entry Permit - Employment Visa - Urgent		160	Single
Residence Permit Stamping - Urgent		300	Single

Entry Permit - Immigration Charges for Person in United Arab Emirates		780	Single
Employee Residence Permit Cancellation		200	Single
Employment Visa Charges for applicants above 60 years		5000	Single
Iraqi Companies without Office in Dubai	Fine	5000	Single
New Registration application charges		500	Single
Letter to RTA for Advertisement	Pricing letters	for Stand alone NOC 200	Single
No objection letter (NOC) for Gate Entry Pass	Pricing letters	for Stand alone NOC 100	Single
Special letter to Government	Pricing letters	for Stand alone NOC 300	Single
Temporary No Objection Letter up to 5 Employees to work outside FZ for 6 months	Pricing letters	for Stand alone NOC 500	Single
No objection letter (NOC) for Liquor Permit	Pricing letters	for Stand alone NOC 1000	Single
OTC Processing charges for e-Services		200	Single
Letter to Dubai Court	Pricing letters	for Stand alone NOC 50	Single
Companies Without Sign board (External to JAFZ)	Fine	1000	Single
Urgent Service Letter (Additional) OTC		Additional Charge on urgency 20	Single
Food Suppliers Application Form		To collect the payment on application (EHS) 90	Single
Employment Contract Attestation - Labour Section		Each contract (auto capture) 100	Single
Residence Permit due to cancellation	Re-stamping the RP	500	Single

Medical Appointment Re-Schedule Charges	100	Single
MSCP Attestation	500	Single
MSCP Main	70000	Single
Dependent Residence Permit Service charge Cancellation	100	Single
Dependent Residence Permit Service charge Cancellation Urgent Additional	100	Single
Dependent Res. Permit Service Charge Cancellation without passport	100	Single
Duplicate Payment Receipt - Cash Guarantee	50	Single
Service Letter - R/P Cancelled Employee	100	Single
Restaurant During Ramadan	1500	Single
New RTA Advertisement Logo	200	Single
Renew RTA Advertisement Logo	200	Single
Entry Permit Cancellation – Un-utilized Cancellation of visa (EP)	170	Single
Visit Visa Cancellation – Un-utilized Cancellation of visit visa	170	Single
DNRD Application Fee	50	Combined
EIDA Scheduling - OTC	90	
Rejected RP Cancellation charges for resubmission (90days) Auto capture while changes the status	180	Combined
Resubmission of RP (New) after 90 days of rej. Resubmission to DNRD	500	Combined
Resubmission of RP (Renewal) after 90 days of rejection Resubmission to DNRD	500	Combined
RP Release Signed-in Resubmission (Expired e-Form) Resubmission to DNRD (Inclusive of DNRD App. Fee)	920	Single
Change BG Flag in PIC Change the BG waiver - Yes/No.	200	

Manual letter OTC	Variable letter at OTC - urgent	120	
Collection/ Delivery at OTC (stand alone)	OTC transaction per attempts (stand alone)	100	
Missed Schedule for GDRFA Clearance - TBA	OTC	500	Single
EIDA Penalty	OTC	(open)	Single

Admin Services - Deposit Payment Service codes

Processes Name	Pricing Condition	Service Charge (AED)	Single/ Combined Services
Cash Bank Guarantee	Variable Charges Bank Guarantee balance amount can be reimbursed to FZ Customer based on approval	0	Single
Visit Visa Security Deposit	If Customer Category or Customer origin country = 'Iraq'	10,000	Single
	If Customer Category or Customer origin country <> 'Iraq'	2,000	Single
License Advertisement Deposit (For Iraqi Companies) - Termination	If Customer Category or Customer origin country = 'Iraq'	1,500	Single
Security Release Transfer Amount	Amount will be refunded back, once the Employee submits the release transfer document	1,600	Single

Jafza Inspection

List of violation codes

Sr #	Violations	Amount (AED)
1	Cooking in rooms (per room per violation)	5,000
2	Dumped materials at Premises or anywhere else in the Free Zone (per company per violation)	5,000
3	Waste at restaurants (first time)	500
4	Waste at restaurants (repeat)	1,000
5	Sublease - Premises	100,000
6	Sublease - rooms (per room)	10,000
7	Illegal employment (per person, if under Jafza companies sponsorship)	5,000

Sr #	Violations	Amount (AED)
8	Illegal employment (not on Jafza companies sponsorship) per person	10,000
9	Illegal stay at accommodation (per person)	10,000
10	Illegal trailer parking at plots/side roads	200
11	Illegal trailer parking at plots/side roads (repeat)	500
12	Illegal pan spitting/throwing of waste (per person)	500
13	Storing goods in facilities (offices)	5,000
14	Illegal sale of banned substances	5,000
15	Illegal sale of pirated Cds or other counterfeit goods	5,000
16	Food court for not complying to drawings	5,000
17	Smoking at corridors/accommodation areas	500
18	Illegal company activities *(activity violation)	5,000
19	Trading in fake goods	100,000
20	Unauthorized extra persons stay at accommodation (same tenants)	2,500
21	Sponsored Employees involved in other jobs	500
22	Stopping inspectors from inspection	5,000
23	Illegal use of offices (storage)	5,000
24	Container/goods/trailers parked more than a week by warehouses (first time)	2,500
25	Container/goods/trailers parked more than a week by warehouses (parking continued per day)	500
26	Trailer lock damages charges	200
27	Accommodation room violations (illegal goods/unauthorized activities etc.)	10,000

Sultan Ahmed Bin Sulayem

Chairman of Ports, Customs & Free Zone Corporation

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