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## **Foreword**

*This is the revised fourth edition of the Free Zone Rules and which now supercedes the third edition 2001.*

*The Rules are presented in this publication correspond to the order in which they normally become applicable, which is as a Client progresses from the initial Application stage to eventually being established in the Free Zone.*

*On receipt of this publication, please ensure that you keep them where they can be readily located and retrieved for your future reference as required.*

**SULTAN AHMED BIN SULAYEM**  
Executive Chairman  
Ports and Free Zones

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# Jafza / Jebel Ali Free Zone

## Introduction to Jafza

Jafza / Jebel Ali Free Zone was created by a Government decree on 9th February 1985 with the key objective of attracting companies to operate there through offering them various attractive incentives. Examples are:

- \* no taxation
- \* no requirement for a local partner
- \* foreign ownership
- \* freedom to employ whoever they choose with the Free Zone acting as nominal sponsor for residency purpose.

Companies require to have a licence to operate in the Free Zone, issued by Jafza / Jebel Ali Free Zone. They may also establish themselves as a separate legal entity with a limited liability single shareholding under the Free Zone Establishment law.

Jafza provides ready built facilities, such as warehouses, factories and offices, available for leasing to its clients, thereby removing the need for them to heavily invest in construction. Companies wishing to construct their own facilities to their own specification and design can do so by leasing a plot of prepared land of the required area for that purpose.

Operation in the Free Zone is, however, subject to the Rules given in this publication.

## Power of the Jebel Ali Free Zone

Jafza is responsible for "Laying down the necessary Rules for the Customer Service Department of the Free Zone" [Article 4(1) of the "Decree for the establishment of the Free Zone Authority in Jebel Ali Port 1985"].

This publication describes these Rules, which are mandatory, and therefore, clients operating in the Free Zone are required to comply with them at all times.

Jafza is not responsible for controlling such matters as copy-right, intellectual property rights, etc.; such matters must be dealt with through the appropriate external authorities.

## Availability and Update of these Rules

Copies of Free Zone Rules can be obtained from the Free Zone Customer Service Department, Lease and Licence Section, on request and also from Jafza's website. However, they are routinely issued to a Client at the provisional approval of the Client's application and at the time of signing the lease.

In the event of new or amended rules being introduced, then Clients shall be notified by copy of an addendum, duly signed and authorised. A totally revised publication shall be published following the issue of a significant number of addendums.

## Definitions used in this Publication

|        |  |
|--------|--|
| Jafza  | Jebel Ali Free Zone                                      |
| DPA    | Dubai Ports Authority                                    |
| EHSS   | Group Environment, Health, Safety and Security Division. |
| Client | An entity permitted to operate within JAFZA              |

|                   |   |
|-------------------|---|
| Building Permit   | Document obtainable through Civil Engineering to approve a Client's intended building operations  |
| BCC               | Building Completion Certificate - Confirms that the Client's structure is satisfactorily completed in line with Free Zone Construction and Planning Regulations |
| OFC               | Operation Fitness Certificate - Confirms that a Client's processes are acceptable to the Group Environment, Health & Safety Department.                         |
| DOHMS             | Department of Health and Medical Services   |
| CEC               | Company Employment Card issued to all sponsored employees in the Free Zone  |
| Civil Engineering | Group Civil Engineering   |
| OFI               | Operation Fitness Inspection  |
| DSS               | Dubai Security Services   |

## INFORMATION

### Jafza's Office Hours

Jafza's Office hours are as follows:

7:30 to 15:30 daily from Sunday to Thursday, or which will be announced from time to time.

Applications and Documents will be accepted up to 30 minutes before closing time. Anything beyond that time will not be accepted. However, documents can be collected (e.g. visas), at any time during the above hours.

Companies anticipating the arrival of staff during a public holiday period or on any Friday or Saturday must arrange to collect their entry visas during the above hours prior to the holiday or the Friday or Saturday in question. Similarly, companies anticipating the arrival of staff whose visas are to be submitted at the airport by Jafza must notify the Jafza during the above hours, prior to the arrival date.

In the event of a Client failing to comply with any of the above circumstances, the Jafza will not be held responsible for delays in issuing or delivering visas.

### Responsibilities of Jafza's Departments

The Departments included below are directly involved in reviewing and approving a Client's original application for entry into the Free Zone and for providing additional essential services. They have the following key responsibilities as follows:

#### i) Free Zone Sales and Marketing

- Is responsible for receiving, approving and progressing applications from new (or existing) Clients intending to set up and operate in the Free Zone. On approval, they also agree on the location and allocation of the Client's required pre-built facilities, e.g., office and light industrial units. This however excludes factories and land, which is the responsibility of Property Department.

#### ii) Property Department.

- Is responsible for allocating land and approving allocation of factories.

- Is responsible for the provision of rented accommodation for Free Zone Clients' employees as required and as available.
- **Note:** You may contact the individual Departments for further information on the services they provide. In the first instance call (04) 8815000.

### **iii) Civil Engineering**

- Is responsible for reviewing and approving the Clients' projects, including the issue of Building Permits and the Building Completion Certificates.  
Civil Engineering monitors Client's construction projects to ensure adequate compliance with Free Zone Construction Rules and Regulations.

### **iv) Group Environment Health and Safety Division (EHSS)**

- Is responsible for all Health, Safety and Environmental matters including HSE Regulatory, Enforcement & Management issues, including Services like Waste Management, Pest Control, Sewage Treatment, etc. arising in the Free Zone and to support Civil Engineering in reviewing and approving clients' projects and issuing and renewing Operation Fitness Certificates.

### **v) Free Zone Customer Service Department**

- Is responsible for the formation of Free Zone Establishments (FZE) and Free Zone Companies (FZCO) for Clients who wish to establish an independent entity.
- Is responsible for preparing and issuing Leases and Licences relating to Clients premises and operations and for subsequent renewals, amendments and cancellations.
- Is responsible for providing Personnel Services to Clients regarding employee affairs, such as Entry Permits, various types of visas, passports, sponsorships, medical arrangements, labour disputes, work permits, etc. Also, traffic affairs, such as vehicle registration, driving licence and related matters.

## **Utilities Suppliers**

### **i) Etisalat (Emirates Telecommunications Corporation)**

- Is responsible for the provision of all telecommunication facilities requested by Clients in the Free Zone and for the connection of individual lines.

### **ii) DEWA (Dubai Electricity and Water Authority)**

- Is responsible for the provision and maintenance of power and water to all Free Zone facilities including initial connection (and subsequent upgrading and disconnection) and for ongoing metering.

### **iii) Emirates Post ( Emirates Post Corporation)**

- Is responsible for the provision of postal services including allocating and providing P.O. Boxes.

## **RULES FOR OPERATING IN THE FREE ZONE**

## **1 GENERAL REQUIREMENTS**

- 1.1 Anyone working or operating in Jafza, be it a Client or a contractor working for a Client, is required to comply with these Free Zone Rules.
- 1.2 A Client must have a valid Lease and a valid Licence to operate in the Jebel Ali Free Zone. However, Sub Lessees are required to have more conditions. (see Clause 3).
- 1.3 Clients are required to renew their Leases and Licences within the time frame set by Free Zone Lease and Licence Section.
- 1.4 Payment for services rendered by Jafza is required in advance in all cases, payment being according to the established tariff given at the end of this publication.
- 1.5 Movement of goods within the Free Zone shall be either by Clients' own transport or, DPA Commercial Trucking, or by any UAE registered transportation company.
- 1.6 UAE Local Decrees, Regulations and Practices are applicable within the Free Zone unless otherwise prescribed in these rules. Any violation of these Decrees, Regulations and Practices shall be notified to the appropriate Authorities.
- 1.7 Any violation of these Free Zone Rules is subject to penalties in accordance with the Violations section of these rules, see Clause 14.

## **2 FREE ZONE LICENCES**

- 2.1 Licences shall be issued and categorised by the nature of the activity as follows:

|                             |   |  |
|-----------------------------|---|--|
| Trading Licence             | : | To carry out trading activity  |
| Industrial Licence          | : | To carry out manufacturing activities  |
| Service Licence             | : | To carry out service activities as per their Dubai Licence   |
| National Industrial Licence | : | Issued to companies meeting the requirement for National Production Certificate. ie., 40% value added and 51% GCC ownership. |

Licences to operate in the above categories are valid in the Jebel Ali Free Zone only. Clients cannot under any circumstances legally operate outside the Jebel Ali Free Zone, using a Free Zone Licence.

- 2.2 To qualify for and retain the above Licences, the applicant:
  - a) Must have a valid registration from one of the following :
    - Dubai Economic Department or equivalent Authority in any other Emirate - **OR** - Jebel Ali Free Zone or the place of incorporation outside the UAE.
  - b) Must hold a valid Lease and an operational premises in Jebel Ali Free Zone.
  - c) Must conform with any Federal and/or Municipal Legislation applicable in the Free Zone.
  - d) Must conform with all Free Zone Rules, Regulations and Notices.
- 2.3 Free Zone Licences will be valid for one year and are renewable annually provided that:

- a) The Client holds a valid Lease and is in possession of a premises to operate from.
  - b) The Client holds a valid Operation Fitness Certificate (except offices).
  - c) The Client holds a valid Registration or Good Standing Certificate from the place of incorporation.
  - d) All dues including Rent and Licence fee are paid in full.
- 2.4 Client details (e.g., change of name of Manager) can be amended on the licence on request and payment of the published fee (see Tariff). This does **not** however include changes to the **activity** of the Client.
- 2.5 Clients wishing to amend their activities will have to apply to Free Zone Customer Service, Lease and Licence Section who will obtain approval from the concerned Departments before issuing the Licence for the new activity.

The fees charged for amendment of the activity on the Licence will be the same as charged for issuance of a new Licence.

- 2.6 Clients whose activities fall under different categories will be issued with separate Licences for each category of activity (e.g. a Client who is carrying out both trading and manufacturing will be issued two Licences one for the trading activity and the other one for manufacturing). Whenever possible, a separate Lease will be drawn for each activity.

**Note:** The fees charged for new, renewal and amendment of Licences are given in the Tariff.

- 2.7 Companies are strictly forbidden from carrying out activities other than those appearing on their licence. Companies violating this rule shall be liable for fines given in Clause 14.2.
- 2.8 Applications for new Licences to manufacture garments in the Free Zone will not be accepted.

### **3 FREE ZONE LEASES**

#### **3.1 General**

- 3.1.1 Clients' Projects must be approved by Jafza commercially by Free Zone Sales Department and technically by Engineering and EHSS Division (according to the nature and complexity of the project).

Following approval of the clients' projects, the required facilities (pre-built units or land), are allocated and formally leased to the client.

#### **3.2 Leases**

- 3.2.1 All rents are payable according to the terms and conditions of the lease.
- 3.2.2 Clients of Lease Office Buildings should ensure that their office is physically functional and attended during normal office hours by no later than 60 days from the commencement date of the lease.
- 3.2.3 Clients of Light Industrial Units should ensure that their unit is physically functional and attended during normal office hours by no later than 90 days from the commencement date of the lease.

3.2.4 Land Clients should ensure that their premises are physically functional and attended during normal office hours by no later than 18 months from the commencement date of the lease.

3.2.5 For Clients of Offices and Light Industrial Units, the annual movement of their cargo through Dubai Ports should reach at least 70 percent of the projected quantity given on their Application by the end of the second year of operation in the Free Zone, subject to review by Jafza, where appropriate.

In the case of Land Clients, the annual movement of their cargo through Dubai Ports should reach at least 70 percent of the projected quantity given on their Application by no later than 36 months from the commencement of the lease, again subject to review by the Jafza, where appropriate.

In the event that the above criteria are not met by the Client, Jafza shall issue a reminder letter granting the Client an additional 10 months time to meet these requirements.

If by the end of the 10 months time limit granted by Jafza, the Client still fails to achieve these criteria, Jafza shall have the right to terminate or to decline the renewal of the Lease.

However, in such cases, these figures will be reviewed with the Client to ensure a practical figure has been originally established.

### **3.3 Sub-Leases**

3.3.1 Sub-Leases may be approved by Jafza provided that:

- a) The Sub-Lessor is in possession of a valid land lease and having a building which is already completed.
- b) The Sub-Lessee is a subsidiary or a sister concern of the Sub-Lessor with the majority share holders being common in both Companies.
- c) The activities of the Sub-Lessee conform with Free Zone rules regarding Health, Safety, Environment and the Zoning plan.
- d) The Sub-Lessor has sufficient space for the activities of the Sub-Lessee without jeopardising the space required for it's own activities.
- e) 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 and the Personnel Secondment Agreement are concerned.
- f) There are no limitations on the number of sub-leases, subject to the approval by the Chief Executive Officer and/or the Vice President of Commercial Sales of Jafza.

3.3.2 An exception to the above, is that an FZCO is not allowed to operate as a Sub-Lessee, and must have its own facility. However, it is the descretion of the Chief Executive Officer or the Vice President of Commercial Sales to accept an FZCO as a Sub-Lessee.

Similarly, Freight Forwarding companies are not allowed to operate as Sub-Lesseees, and neither are they allowed to sub-let.

- 3.3.3 Jafza shall charge a fee annually, (as per the published Tariff) for each Sub-Lease, in addition to the Licence fee.
- 3.3.4 Jafza reserves the right to reject any application for a Sub-Lease.
- 3.3.5 Clients are not permitted to share their premises without a formal Sub-Lease arrangement having been approved by Jafza.

## **4 BUILDING AND OPERATION CONTROLS**

### **4.1 General**

- 4.1.1 Clients who hold Leases for Land, or Warehouses, or Factory Units are reminded that any engineering, or building works they wish to undertake must be in accordance with the Planning and Construction Regulations and the applicable Free Zone Rules. Execution of works is controlled by the procedures for issuing Building Permits, including Engineering approval of proposed designs and provision of Completion Certificates.

Copies of the Planning and Construction Regulations and Free Zone Rules are issued to all applicants when provisional approval for a project is given.

### **4.2 Building Permit**

- 4.2.1 Before any new construction work is started, or before any new constructional modification to existing premises is to be made, the Client must present preliminary drawing illustrating compound wall design and facility layout to Jafza's Property Department for initial approval, after which, he shall arrange to obtain a Building Permit, from Civil Engineering Department within six months from the Lease Agreement commencement date. The permit is valid for two months from the date of issuance, and will be issued (subject to Civil Engineering approval), on payment of the fees specified in the Free Zone Planning and Construction Regulations (copies freely available from Civil Engineering Department).

If the client fails to obtain the permit within six months from the commencement date of the lease agreement, and/or fails to start construction within two months of the Building Permit issuance date, then Jafza reserves the right to withdraw the agreement without any compensation to the client. The client shall complete the full construction of the premises within one year from obtaining the building permit.

- 4.2.2 To obtain a Building Permit the Client shall initially retain the services of a UAE registered engineering consultant, who shall then subsequently be responsible for submitting a proposal, along with drawings of the intended structure, which are subject to review and approval by Civil Engineering.

### **4.3 Building Completion Certificate**

- 4.3.1 When the construction of a Client's custom-built facility is complete and inspected to the satisfaction of the Civil Engineering, (see Free Zone Planning and Construction Regulations), a BCC will be issued.

**This will then allow** occupation of the building and connection of all services (power, water, telecommunication).

Installation of the Clients machinery can then commence (subject to approvals from the Group EHSS Division). However, before operations can commence, an OFC is required, (see clause 4.5). Under no circumstances must operations commence without the OFC having been issued.

**Note:** No charge is made for the issue of a BCC. Also, no charge is made for the initial inspection for approving the BCC. However, should any re-inspection be required, then this is chargeable as per the Tariff.

4.3.2 A BCC cannot be issued if any re-submission or other related fees are outstanding.

#### **4.4 Provision of Electrical Power for Land Leases**

4.4.1 Provision of Electrical Power to a Client's premises shall be according to the Client's approved requirements and shall be progressed in line with the Free Zone Planning and Construction Regulations, copies of which are freely available from Civil Engineering Department. The client shall submit a direct application to DEWA for the connection to be made.

4.4.2 A Client who subsequently requires an increase in supply, shall initially submit a request to Civil Engineering Department, along with appropriate justifications. Civil Engineering reserves the right to refuse the request, if it cannot be adequately justified. If approved, the Client shall then be required to apply directly to DEWA and to pay the full cost of providing the increased supply to them.

#### **4.5 OFC**

4.5.1 An (OFC) is required to be issued to any client (company/project) operating in the FZ. Applications should be made in the first instance to the Group EHSS Division and covers (but not limits) all clients/ companies/ projects operating in the FZ that have a FZ Lease and/or a license and carry out either Service/ Trading /Manufacturing activities. Such Certificates are not applicable for clients operating only from offices.

This requirement also covers (but not limits) all clients/ companies/ projects operating in the FZ that have a DPA Lease/License and carry out either Service/ Trading /Manufacturing activities.

**Categories of companies/projects under this Rule are as follows :**

**A. New Clients operating from a plot:** Under this category, the company/project shall commence their operations only after the construction of the facility and obtaining the Building Completion Certificate. Request for the Operation Fitness Inspection should be made to Group EHSS Division immediately prior to commencement of operations.

**B. New Clients operating from an undeveloped plot:** Under this category, the company/project shall commence their operations (storage only, if approved) only after compliance of Group EHSS and Civil Engg. standard regulations in regard to land preparation (hard surfacing etc.), fencing, interlocking the access etc. Request for the Operation Fitness Inspection should be made to the Group EHSS Division immediately prior to commencement of operations.

**C. New Clients operating from a Shed/pre-built unit:** The company/project, on obtaining their lease and taking occupation, shall request for the Operation Fitness Inspection from the Group EHSS Division immediately prior to commencement of operations.

**D. New Clients taking over existing facilities on plot:**

The company/project, on obtaining/transfer of their lease and taking occupation shall request for the Operation Fitness Inspection from the Group EHSS Division immediately prior to commencement of operations. The new company shall abide by all Jafza regulations/requirements when they take over the premises. If in case, civil modifications/additions are proposed, the requisite Building Completion Certification should be obtained prior to commencement of operations. Thereafter, immediately prior to commencement of operations, the client shall request for the Operation Fitness Inspection from the Group EHS Division.

#### **E. Existing Clients**

All companies/projects as defined above shall need to renew their OFC on an annual basis concurrent with their FZ License. In the same regard, the companies/ project shall liaise with the Group EHSS Division to carry out the necessary inspections to enable renewal of the OFC. In case the company carries out civil modifications/additional machinery installations or amends/adds any activity to their license/operations, the client shall apply to the Group EHSS Division for an inspection to be carried out to enable OFC to be amended to include the relevant change.

#### **F. Sub-Leases and Additional Licenses**

Companies that operate as sub-leases, on obtaining their (sub) lease and taking occupation, shall request for the Operation Fitness Inspection from Group EHSS Division immediately prior to commencement of operations from the premises of the main lessee. Similarly companies that obtain additional Licenses (with new company name) shall request for the Operation Fitness Inspection from Group EHSS Division immediately prior to commencement of operations from the premises of the Client. However, Jafza will assess the OFC requirement for the above on a case-to-case basis, depending on the nature/type of operations of the sub-lease client/additional Licensee.

4.5.2 Any requirement to add or modify machinery or equipment, shall require the Client to apply to Engineering/EHSS Division for approval. Upon completion of implementing the changes, an inspection will be required and when satisfactory, the OFC will be updated to include the changes. The period of validity shall be from the date changes made to end date of Free Zone Licence.

4.5.3 The OFC is required to be renewed annually, which must be done prior to renewal of the Free Zone Licence. Licences cannot normally be renewed without the availability of a valid OFC.

4.5.4 Charges for issuing or renewing an OFC shall be as per the established tariff.

#### **4.6 Signboards and Nameplates for Company's Premises**

4.6.1 Free Zone Clients are required to erect suitable signboards on their premises for which they are responsible. The design, size, colouring and location of the signboard must be approved by Free Zone Property Department prior to manufacture and erection. The name must be as per the Free Zone Licence and the Client's logo can be included.

**Note:** In the event of a bona fide requirement to use a name different to that stated on the licence, then prior approval by Free Zone Customer Service is necessary.

4.6.2 Self-Illuminated signs (e.g. Neon), are not permitted.

4.6.3 Signboards are not required for Office Clients.

However, office Clients are required to have a Nameplate installed, manufactured from 3 mm thick Brass and grade conforming to American standard ASTM B26. This shall be

located externally, adjacent to the office entrance. Nameplates shall be provided and installed by Jafza. The Client shall be required to contribute to the cost in line with the established Tariff.

- 4.6.4 In the event of clients relocating / vacating premises, all sign boards and nameplates must be transferred / removed by the Client.

#### **4.7 Direction Indicator Boards For Free Zone Companies**

4.7.1 Jafza assists with the erection of indicator boards to provide information on location of companies in the Free Zone. These are located at strategic points around the Free Zone, namely at roundabouts and junctions and outside all the Lease Office buildings.

4.7.2 The provision of the individual indicator boards is the responsibility of the Client. The dimensions of Indicator Boards must be to an agreed standard, which is to allow suitable fixing to the mounting posts which are 2 meters high, spaced at 800 mm apart and are 86 mm in diameter.

4.7.3 The dimensions of an indicator board shall be 1500 mm long and 250 mm deep and the lettering definition is to be: Transport Medium "x" , height 50 mm.

4.7.4 Companies wishing to install an indicator board should approach professional manufacturers to ensure a suitable standard. The indicator board with fixtures must then be delivered to Property Department together with a sketch indicating the desired location(s).

Clients are advised to have their individual designs approved from Property Department prior to proceeding with manufacture and installation.

4.7.5 Companies may provide indicator boards for approval and erection at any time according to their individual needs.

4.7.6 In the event of a client relocating / vacating premises, then any indicator boards erected must be relocated / removed by the client prior to vacating the premises.

### **5 INSURANCE**

#### **5.1 Insurance of Buildings**

5.1.1 Free Zone Clients are required to have their premises insured against fire and perils, as per the Lease Agreement.

5.1.2 For premises erected by the Client, the Client shall be responsible for arranging the insurance, which shall be in the joint names of the Client Company and Jafza. The policy shall be sufficient to cover clearance and replacement costs of the structure, fixtures and fittings. The policy must be presented before the BCC can be issued.

5.1.3 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 the Jafza. The Client shall be required to pay a contribution 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, via the Property Department.

**Note:** Clients need to be aware that 'where damage is incurred to pre-built premises, Jafza requires the Client to bear the first AED 1000/- for offices and AED 3000/- for Light

Industrial Units and banks. This is to cover the deductible amount which will not be paid by the Insurance Company.

- 5.1.4 Insurance of “contents” of any building shall be at the discretion of Clients. Jafza will not be liable for any loss or damage to Clients’ contents, due to any reason, including theft or natural calamities.
- 5.1.5 All other insurance referred to in the Lease Agreement shall remain the responsibility of the Client.

## **5.2 Employee’s Insurance**

- 5.2.1 Jafza requires Client’s to take out third party liability (or public liability) and workmen’s compensation as per the Personnel Secondment Agreement.
- 5.2.2 The value of 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 cover is for any single occurrence, but there should be no limit in the policy as to the number of occurrences.
- 5.2.3 Workmen’s compensation claims must include cover for injury / disability compensation and related medical expenses in accordance with both the Federal Labour Law and Clause 9.13 of these Free Zone Rules.
- 5.2.4 A copy of the Insurance Policy for the third party liability and for the workmen’s compensation, must be forwarded to the Free Zone Customer Service Department. A certificate from the insurers is also to be addressed to Jafza, which must advise the date of expiry of the policy and contain a notice period of 30 days prior to cancellation of the policy.

## **6 PRODUCTS**

### **6.1 General**

- 6.1.1 No retail trading is allowed in the Free Zone.
- 6.1.2 Manufacture and marketing of contraband items is strictly forbidden.
- 6.1.3 Companies exporting either manufactured or labelled products from the Free Zone to the United States are required to mark them as “Made in JEBEL ALI FREE ZONE, Dubai”, which is acceptable under 19 U.S.C. 1304.

### **6.2 Marketing Products in the U.A.E.**

- 6.2.1 All types of Licences issued by the Free Zone will only be valid in the Jebel Ali Free Zone. Therefore, Companies cannot display or sell their products themselves directly in the local market. However, the holder is permitted to operate outside the U.A.E. Operations within the U.A.E. can be undertaken either by an Agent, Representative, Distributor or the Mother Company with a Licence issued by relevant authorities in the U.A.E.
- 6.2.2 Potential customers may visit the premises of a Free Zone Client, in the Free Zone, for the purpose of viewing goods.
- 6.2.3 The restrictions of Clause 6.1.1 do not apply to Trade Exhibitions, which are approved by the relevant authority in the UAE, e.g., for Dubai, Department of Economic Development.

Free Zone Clients may themselves display and sell their products at such exhibitions in the same way as any other foreign company.

**Note:** Free Zone Clients wishing to make temporary imports for such exhibitions should ask Customs for details of the documentary procedures to be followed.

### **6.3 Marking Products for Duty Free Exemption in GCC Countries.**

6.3.1 Goods manufactured in one GCC Country to be exempted from import duty in another GCC Country, must be clearly marked with:

- a) The Name of the Manufacturer
- b) The Name of the Country of Manufacture

Such information can be included by:

- \* Printing directly onto the product
- \* Use of adhesive labels
- \* Printing on the wrappers of individual items of foodstuff
- \* Stitched labels for garments and the like

6.3.2 A Certificate of Origin must also be obtained from the U.A.E. Ministry of Economy and Planning, if the importer is to claim exemption from Customs Duty upon importing in the GCC Country. Otherwise a Certificate of Origin from the Dubai Chamber of Commerce will suffice.

### **6.4 Certificates of Origin for Garments and Textiles**

6.4.1 An exporting company (or agent acting on its behalf) must first clear the Free Zone Export Bill for the goods to be exported (which must be supported by detailed & item-wise invoice) through Customs.

6.4.2 When the Export Bill has been cleared, the exporting company may apply to the Chamber of Commerce for a Certificate of Origin on presentation of the Export Bill.

6.4.3 Manufacturers of garments operating in the Free Zone shall only qualify for a Dubai Certificate of Origin when the whole garment is made in JEBEL ALI FREE ZONE , Dubai.

6.4.4 Imported garments, which are partly made up for finishing in Dubai, will not qualify for a Dubai Certificate of Origin from the Dubai Chamber of Commerce.

### **6.5 Customs**

6.5.1 The Postal Address of the Jebel Ali Customs Center is:  
P.O. Box 17017, Dubai, UAE  
Tel: 9714-8816374/5 Fax: 9714-8816903

6.5.2 A company code is pre-requisite for Free Zone Clients to process the necessary Customs Bill. This will be issued only if the companies holds a valid License issued by Jafza only after submitting the required documents.

6.5.3 Free Zone Clients should not move any Cargo in/out of the Free Zone without Customs Bills and Customs approval.

- 6.5.4 Free Zone Clients need to be aware that there are charges levied for services provided by Jebel Ali Customs Center, which will be as per their published Tariff.
- 6.5.5 The following transactions (Free Zone Bills of Entry, Ex-FTZ Import, Ex-FTZ Export, Ex-FTZ Internal Transfer, temporary admission and local goods in/out permission) shall be used for any consignment declared for entry or for exit from the Free Zone.
- The Custom's Department processes such bills after submitting the required documents.
- 6.5.6 Any cargo in the Free Zone is subject to Customs Inspection.
- Clients should note that they must not break seals fixed on containers without Customs approval or in the presence of Customs Inspector, otherwise they are liable to penalties under the GCC Customs Law.
- 6.5.7 Clients may import goods, equipment or machinery from the Free Zone into the U.A.E. for repair or modification, or as exhibits on Ex-FTZ temporary admission bill with Customs approval, provided the items are subsequently returned to the Free Zone as per Customs Notice No. 14/97.
- The Client should submit the required documents for approval to the Jebel Ali Customs Center, who will issue a "Temporary Admission Bill".
- 6.5.8 Samples of goods being brought INTO or OUT of the Free Zone should be declared to Customs.
- 6.5.9 Clients must ensure that when they import goods, the name of the consignee on the Delivery Order must be the same as that on their Free Zone Licence. If the names differ, Customs cannot legally release the goods.
- 6.5.10 Any goods entering from the local market into the Free Zone requires prior authority through local goods in/out permission to Customs. The authorising document then needs to be retained as proof of purchase and payment of local tax. This is in the event of requiring to return the products into the local market environment.
- 6.5.11 All goods, brought into the Free Zone by manufacturers of garments and textiles, must be declared to Jebel Ali Customs before they can be admitted into the Free Zone. They must be declared by presenting a Free Zone Bill of Entry for goods imported direct from foreign countries, OR, local goods in/out permission for goods purchased from traders in the local market.
- 6.5.12 Licensees should maintain fully computerized, thoroughly auditable & accountable inventory system with its correct H.S.Code, description, reference Bill number, part/model number, quantity, unit price, total price, unit/total weight, total net weight & gross weight for the goods received in to the "Free Zone" facility against FTZ Bills of Entries and subsequent release of the goods against Ex-FTZ Bills. Custom Inspection reserve the right to inspect and audit the current FTZ Client's inventory without prior notice.
- 6.5.13 The cash deposit for overland exports will be 5% of FOB value subjected to the commodities cleared on Ex-Free Zone Bill and as per Customs Notice No. 6/99 except Cigarette & Alcohol.

- 6.5.14 Export cargo must leave the country within 30 days from the date of the Export Bill and must go directly to the exit point without being stored in any intermediate location.

The Exit/Entry Certificate and proof of final export must then be presented to Customs within 29 days from the date of the Export Bill (30 days). Failure to do so will result in fines for the late submission as well as penalties for non-submission of proof of export as per Customs Notice No. 6/99.

- 6.5.15 Ex-FTZ Internal Transfer Bill should be processed for the cargo and goods sold from Free Zone Client to another from the date of sale.

## **7 HEALTH, SAFETY AND ENVIRONMENT**

### **7.1 General**

- 7.1.1 Paved ground in front/behind of leased warehouses, corridors between offices of leased buildings and open areas between plots of land, are not to be used for placement/storage of equipment, waste, or other items.

- 7.1.2 Cooking is not permitted in any Free Zone Client's premises.

- 7.1.3 Companies must ensure that any of their 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 Group Environment, Health & Safety (EHSS) Division., which they must keep readily available for inspection on request by Jafza.

### **7.2 Reporting of Accidents or Serious Illnesses**

- 7.2.1 In the event of an employee suffering any contagious/serious illness or accident, it shall be the employer's responsibility to IMMEDIATELY report it to the PCFC Emergency Control Room/EHSS Control Room (Tel: 8833111/ 8833889).

- 7.2.2 The Emergency Control Room shall then notify the Police via Security, where applicable.

- 7.2.3 Within two days of an accident, the Employer must present a written report to the EHSS and in accordance with their procedures, giving the employee's name, identity number, address and nationality. It must also include a brief account of the circumstances of the accident and a note of medical aid provided.

- 7.2.4 The employer shall maintain records of any accident which employees suffer (not just serious or fatal).

- 7.2.5 In the event of any employee suffering from food poisoning or infectious disease, the employer shall be required to promptly notify the Group EHSS Division. All Free Zone licence/lease holders are required to fully co-operate with Jafza in event of such incidents.

### **7.3 Collection of Domestic Waste**

- 7.3.1 Jafza takes responsibility for the collection of domestic waste from all companies in the Free Zone. For this purpose, where required, skips and pick up services will be provided for Clients of land sites, factory units and occupants of sheds. Charges for provision and collection of skips and pick up services will be as per the Tariff.

## **7.4 Domestic Sewage**

- 7.4.1 For health reasons, a main sewerage system is being developed in the Free Zone for the discharge of domestic liquid effluents. As this becomes progressively operational, the use of septic tanks and soakaways is to be phased out. No new soakaways are permitted and where no sewerage system is available, suitably sized septic/holding tanks shall be constructed by the client for regular disposal.
- 7.4.2 All buildings, including pre-built units, will be connected to the sewerage system wherever it is operational in the Free Zone.
- 7.4.3 Annual charges for this connection (excluding Lease Office Buildings), will be as per the Tariff. Tariff will also be applicable for Light Industrial Units connected to septic tanks.

## **7.5 Industrial Waste**

- 7.5.1 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, etc.). However, as a policy, the client shall explore all possibilities of recycle/re-use and recovery of wastes to the satisfaction of Jafza, prior to any approval for disposal of the same. For further information on these standards, the Client should liaise with Group EHSS Division.
- 7.5.2 Any 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. The condition of effluents from such tanks will be subject to checks and monitoring programmes as determined by Jafza.
- 7.5.3 For connection of the Company's industrial drainage line into the Jafza's main industrial drainage lines (for subsequent disposal of industrial waste effluent), the following conditions must also be implemented:
- a) Certain control and metering / recording devices must be provided to the satisfaction of Jafza on the tenant's industrial drainage line and must be made accessible to the EHSS staff whenever required.
  - b) In the case of any failure to achieve the Jafza's standard, the discharge into the Jafza's main industrial drainage system will be stopped immediately and the tenant shall be responsible for any consequences.
  - c) Charges will be levied in line with the Tariff.
- 7.5.4 Industrial solid waste, which is considered by Dubai Municipality as non-hazardous waste or non-difficult waste, can be disposed of as per clause 7.3. However, such industrial wastes shall be collected/stored/disposed separately as per Dubai Municipality requirements.
- 7.5.5 Industrial solid or liquid waste, which is considered to be hazardous/difficult by Jafza, or by Dubai Municipality, should be dealt with as laid down in clause 7.6.
- 7.5.6 Disposal of heavy industrial solid waste will continue to be the responsibility of companies generating such waste, subject to the approval of Jafza. However, the requirement for disposal of such wastes should be intimated to Jafza at the project planning/application stage itself for initial approval from Dubai Municipality.

## 7.6 Disposal of Hazardous Waste

7.6.1 Dubai Municipality is the controller of waste disposal sites in the whole of the Emirate of Dubai and it has its own Local Order and Technical Guidelines to control the issue. Free Zone Clients should be aware of these rules in order to fulfil such requirements. These regulations can be obtained from Dubai Municipality or EHSS.

7.6.2 Hazardous waste must be separated at site/source from Ordinary or General Waste and should be disposed of 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 (Client) online at the Dubai Municipality Website.
- b) The Client will submit the copy of completed form to EHSS for their initial approval at the applicable tariff.
- c) Upon approval, Dubai Municipality returns two of the forms to the Client with disposal instructions. There will be charges applied by Dubai Municipality for the disposal of such waste. The rate can be obtained from Dubai Municipality.
- d) One copy of the form will be presented to EHSS who will issue a gate pass, which is essential to permit the waste to leave the Free Zone for disposal into Dubai Municipality Hazardous Waste Disposal Site at Jebel Ali.
- f) The other copy of the form will be submitted to the Dubai Municipality's Site Supervisor at the disposal site who will sign it and return it to the Client for their records.

## 7.7 Violation Categories

7.7.1 There are three categories of situation where companies can fail to comply with the Jafza's Health, Safety and Environment regulations which are as follows:

- a) Immediate danger to health and safety and environment

For such situations, Jafza 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 Jafza.

- b) Potential danger to health and safety and environment

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

- c) Minor violations

For these situations Jafza will notify the company of the violation. However, if there is a persistent failure to remedy these, then Jafza will issue a "**Warning Notice**", defining the necessary corrective action and appropriate completion date.

7.7.2 Failure to comply with the above, will result in penalties/fines being imposed in line with Clause 14.8.1.

## **7.8 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 include containers used for material storage within the warehouse as well as outdoors. However, Jafza will review the above restrictions for containers/portacabins used for operational purpose on case-to-case basis.

### **B: Containers/portacabin for General purpose:**

The containers /Portacabins are not permitted to use as office, mess hall, accommodation block for staff or any other purpose that may endanger health & safety of workers, create potential fire & environment hazard and affect aesthetic look of Free Zone.

### **C: Use of plot /premises as Containers/portacabin storage yard:**

The client shall not be permitted to utilize the plot of land /company premises as a yard for empty container/portacabins storage. Growth of business, cancelled contracts etc cannot be considered as an excuse for such storage.

In exceptional cases the above three cases can be permitted where a Client has a genuine requirement, which must be submitted for review and approval from Group EHSS Division and /or DPA Customer Services. If approved, a refundable deposit of DSL 2500/- shall be payable for each container/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/Portacabin into Free Zone. Any unapproved usage or exceeding the time frame will be subject to fines as per Clause 14.8.4

## **7.9 Public Health Levy (PHL)**

7.9.1 Jafza attaches great importance to matters concerning public health, safety and environment and also expects Clients to attach the same degree of importance to such matters. Free Zone Clients, except office lease holders shall therefore be required to pay the levy given in the Tariff. The levy covers the cost of pest control services. However, this will not cover the cost of fumigation and termite control services.

## **8 INSPECTION OF CLIENT'S PREMISES**

8.1 Jafza requires inspection of the premises of Clients from time to time to ensure compliance with Free Zone Rules, Regulations and Requirements.

Clients should however note, that inspections by any outside organisation (except State/Local or Federal Authorities with the knowledge of Jafza), other than Jafza, or Dubai Customs, is strictly prohibited, unless previously approved by Jafza. Any client being approached by any other unauthorised party for inspection or information should notify the Free Zone Customer Service Department immediately.

8.2 Jafza will appoint authorised representatives as is deemed necessary for the implementation of Free Zone Rules and will assign their duties.

8.3 Jafza reserves the right to enter a Client's premises at any time, without prior notice. However, consideration maybe given, as appropriate and according to urgency, to the resulting disruption of the Client's ongoing processing requirements. This will be to:

- a) 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 Group EHSS Division. / Free Zone Rules.
  - d) To confirm that employment rules are being complied with.
  - e) To confirm that activities comply with the Lease Agreements.
- 8.4 A Client, or his agent, shall render to the authorised representatives, all necessary facilities for entry, inspection, examination and testing in pursuit of the representative's duties under these rules.
- 8.5 Clients barring the Jafza's authorized representatives/inspectors from entering the premises or hindering their tasks in any way are liable to a fine in line with Clause 14.
- 8.6 All Environment, Health and Safety and Fire Department requirements shall be complied during the construction/ installation/ operational stage of the project with adequate EHSS safeguards & Fire Detection/Protection Measures. All measures shall be taken by the client to conduct their operations in an environmentally clean/safe manner to avoid nuisance to other clients and prevent EHSS impacts. The Rules/ Requirements governing the same are as included in (but not limited to) the following:
- (i) Building & General Civil Work Construction Regulations
  - (ii) Environmental Control Rules & Requirements
  - (iii) Environmental Guidelines
  - (iv) Health & Safety Regulations & Standards
  - (v) Food Establishment Guidelines
  - (vi) FZ/DM Rules
- It remains the FZ Client's responsibility to update himself on the various provisions within the above and applicable regulations from time to time.

## **9 EMPLOYEE AFFAIRS**

### **9.1 General**

- 9.1.1 Jafza requires to record the names of Client staff who are authorised to sign Entry Permits and other administrative correspondence in connection with the company's operations. The names shall be recorded on a "**Certificate of Authorisation**" to be lodged with Free Zone Customer Service Department.
- 9.1.2 There are certain travel documents and passports which are not acceptable for entry into the United Arab Emirates. Prior to applying for a visa, clarification on such restrictions shall be obtained through Free Zone Customer Service Department.
- 9.1.3 When Jafza is requested by Clients to sponsor visitors, then Jafza reserves the right, at its sole discretion, to require that the passport of the visitor is lodged with the Customer Service Department for the duration of the visit. The Client will be notified accordingly. The passport will be collected on arrival by a Free Zone Representative at the Airport.

Two days prior to the visitor's departure, the passport will be returned on presentation of valid air ticket confirming the departure date.

- 9.1.4 Any Client wishing to claim a refund for a service which has been cancelled (either by the Client or by Jafza) must apply in writing to the Customer Service Department within 6 months of the receipt date. Details must include the name of the employee for whom the service was applicable and the date on which the original payment was made.

In response, Jafza will provide the applicant with a Refund Note after taking account of expenses incurred before the refund claim was received. Jafza's decision on the amount to be refunded is final.

- 9.1.5 Working hours for employees will be 8 hours per day, plus a one-hour meal break, six days per week.
- 9.1.6 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 the Free Zone companies, regardless of their religion. Any additional hours worked shall be entitled to overtime payments.
- 9.1.7 Overtime shall be paid at the rate of 125% of the basic hourly rate, and overtime worked on Public Holidays shall be paid at the rate of 150% of the basic rate.
- 9.1.8 Public Holidays for employees in the Free Zone Companies will be in line with the Public Holidays announced by the UAE Government for employees of the Private Sector in the UAE.
- 9.1.9 Any requirement for shift working must be notified to Jafza, Customer Service Department, in respect 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 for the numbers to be employed.

## **9.2 Sponsorship**

- 9.2.1 Under Article 4 (3) of the "Decree for the establishment of the Free Zone Authority in Jebel Ali Port 1985" the Free Zone Authority is permitted to sponsor staff who are to be engaged to work for Clients in the Jebel Ali Free Zone.

- 9.2.2 A company, wishing to take advantage of this facility, will be required to sign a "Personnel Secondment Agreement" with Jafza. This agreement lays down the conditions under which Jafza will act as sponsor for a Client's employees.

A Client's employees must not exceed the figure approved from time to time by Jafza (e.g., according to office area, machinery installation, etc.).

- 9.2.3 The Personnel Secondment Agreements (PSA's) signed by Clients require a Bank Guarantee in accordance with para 3 (b) of the PSA in respect of each employee sponsored by Jafza. However, a single Bank Guarantee to cover the anticipated total number of employees may be lodged with the Free Zone Customer Service Department. This Bank Guarantee shall be in line with the standard format approved by Jafza.

- 9.2.4 Jafza will waive the requirement for a Bank Guarantee in respect of a maximum of two company officials selected from any of the following grades: Owner, Partner, Director, General Manager, Manager.

9.2.5 For the purpose of calculating the value of the Bank Guarantee for sponsored staff, it is essential to account for one and half months basic salary plus the cost of a one way air ticket to the employee's point of origin at the published IATA rate.

It is essential to note that the Bank Guarantee requires to be increased in value to meet subsequent increases in salaries or airfares.

9.2.6 Jafza will act as sponsor to obtain Entry Permits and Residence Visas for employees:

- a) Recruited by Clients, - OR -
- b) Engaged by Jafza on behalf of Clients.

9.2.7 Clients wishing to employ staff, other than nationals of GCC countries, and who are to be sponsored by Jafza, are required, in the first instance, to apply for an Entry Permit through Free Zone Customer Service Department.

Payment for Entry Permits is due in advance and is normally required at the time of submitting the Application.

9.2.8 Jafza will provide some Investors with an Investors Visa. In order to qualify, an individual must have invested in a building in the Free Zone and his share of the investment must not be less than Dhs 500,000/-. This type of visa is restricted to land Lessees and shall be issued after the money has been invested and the building is constructed.

9.2.9 Staff sponsored by Jafza may only work in the Jebel Ali Free Zone. But they may live in Dubai and move freely within the United Arab Emirates.

However, there may be occasions when a Client requires an employee to work outside the Free Zone. [e.g. installation, repair, or maintenance of specialist equipment]. For such work, Jafza's prior approval is required.

9.2.10 Sponsored employees are only allowed to work with the companies they are seconded to. Under no circumstances they will be allowed to work for other companies, even during their free time or holidays.

Clients shall not recruit, employ or make use of employees of other Companies.

9.2.11 Jafza will accept requests to transfer employees between Clients within the Free Zone provided both Companies are agreeable and the receiving Company has a valid Personnel Secondment Agreement.

Jafza does not accept applications to transfer sponsorship to a company outside the Free Zone in the UAE. An Entry Permit must be obtained from the new employer and Jafza will cancel its sponsorship in the usual way. However, in some cases Jafza may consider such applications.

9.2.12 Jafza cannot continue to sponsor an employee, who is seeking alternative employment, being no longer employed by the Client.

9.2.13 All unused Entry Permits (visit, transit, employment) need to be returned to Free Zone Customer Service for cancellation.

### **9.3 Employing Non Sponsored Staff**

9.3.1 Clients can employ non sponsored staff in the Free Zone, either temporarily or permanently, providing certain conditions are fulfilled, i.e., employment is permitted for the following:

- a) A female sponsored by a relative,
- b) Employee of a parent Company registered in the UAE,
- c) In some cases where employees are sponsored by Sister Companies of Clients.

Clients wishing to employ anyone in the above categories must initially seek the approval of the Jafza through Customer Service Department.

Approved non-sponsored staff must however, acquire the appropriate ID card or pass (see Clause 9.4), for entry into and out of the Free Zone.

9.3.2 Clients wishing to employ non sponsored staff on a temporary basis, must apply to the Free Zone Customer Service Department for prior approval to obtain a temporary pass (see Clause 9.4.4).

#### **9.4 Passes for Working and Visiting in the Free Zone**

##### **9.4.1 Company Employment Card (CEC)**

All sponsored employees are issued with a CEC which provides a unique identification for each employee. This card serves as permit to work in the Free Zone, allows access into the Free Zone and also is the source of identification in lieu of the employees passport.

If a card is lost, then a replacement cannot be issued without police clearance.

##### **9.4.2 Temporary CEC**

A temporary CEC will be issued to an employee in the following circumstances:

- \* Upon arrival of the employee (until the permanent CEC is ready).
- \* Upon withdrawal of the employees' passport (until the passport is returned).
- \* In the event of loss of the CEC (until the replacement is issued).

##### **9.4.3 ID Cards**

ID Cards will be issued to female employees of Free Zone Companies, not sponsored by Jafza, but who are sponsored by a relative.

##### **9.4.4 Access Passes**

Access Passes are issued to employees not sponsored by Jafza, but who have been approved to work for Free Zone Companies, see Clause 9.3. (However, this excludes non-sponsored female employees, see above for ID cards).

##### **9.4.5 Temporary Pass**

Temporary passes are issued to employees not sponsored by Jafza and who have been approved to work on a temporary basis for a Free Zone Company.

##### **9.4.6 Day Pass**

Day Passes are issued to visitors to the Free Zone.

#### 9.4.7 Obtaining Passes

All the above types of pass, with the exception of the Day Pass, need to be acquired by applying to Customer Service Department.

Day passes however require the Client to forward the details of the intended visitor to Security, i.e., date, time, company and name and if required, vehicle registration.

In the case of ceasing employment, the Client must ensure that all passes are returned to Free Zone Customer Service Department. Failure to do so will result in a fine being imposed as per violation of Clause 14.3.6.

### 9.5 Employment

9.5.1 Free Zone Clients who will be recruiting employees under the sponsorship of Jafza are responsible to bear the following costs:

- \* Cost of processing the Entry Permit
- \* Cost of air ticket from the employee's point of origin to Dubai
- \* Cost of processing the Residence Permit
- \* Cost of Health Card
- \* Cost of renewal of Residence Permit and Health Card including the cost of Medical Fitness Certificate.

9.5.2 Under no circumstances will these expenses be charged to the employee or deducted from his/her salary.

9.5.3 The Clients can, if they wish, deduct an amount monthly from the employee's salary in the way of deposit to ensure that the employee does not abscond. However, this deduction should follow the following rules:

- a) The employee should be well aware of this arrangement and this should be included in his Employment Contract before he signs.
- b) The amount deducted each month shall not exceed 20% of the basic salary and the total amount deducted during the full term of employment shall not exceed AED 1,500/-.
- c) For any month in which deduction is made, the employee should be issued with an appropriate receipt giving date, amount deducted and signed by the Client's Authorised Signatory.
- d) The Client undertakes to pay the total amount deducted from the employee's salary during the term to the employee upon completion of his contract.

9.5.4 The terms and conditions for staff recruited by Clients, but sponsored by Jafza, are a matter of negotiation between the employer and employee. However, as sponsor, Jafza is responsible for ensuring that rules relating to employees (given herein) are observed.

9.5.5 Clients should note that the minimum salary acceptable to Jafza for sponsored staff is AED500.00 plus food, accommodation and transport.

9.5.6. All sponsored employees shall sign an Employment Contract prescribed by the Free Zone which shall offer the minimum acceptable conditions of employment. However, companies are at liberty (encourage) to provide better conditions if they wish.

Those who are exempted from providing a Bank Guarantee are required to sign an undertaking in lieu of the Employment Contract to the effect that they cannot make any claims against Jafza as Sponsor.

The effective date of the contract shall be coincident with the date of entry on the employment visa, or with the transfer date at Immigration.

- 9.5.7 The Client shall submit the Entry Permit, Passport and Contract, for all new employees, within 48 hours of arrival, to Free Zone Customer Service Department.

## **9.6 Passports**

- 9.6.1 Employees of Clients, who are sponsored by Jafza, will have their passports retained by Customer Service Department. A Company Employment Card (CEC) will be issued in its place as an identity document (See Clause 9.4).

- 9.6.2 Jafza will allow senior staff for whom the Bank Guarantee requirement has been waived (see Clause 9.2.4), to retain their passports.

- 9.6.3 If necessary, passports can be withdrawn by individuals for specific purposes. To do so however, a “**Request for Withdrawal of Passport**” form must be completed and signed by an authorised signatory and submitted to Free Zone Customer Service Department for approval. The agreed date for return must be complied with.

However, an authorised signatory cannot approve withdrawal of his/her own passport. This must be authorised by another authorised signatory (see Clause 9.1.1), or directly by Free Zone Customer Service Department.

- 9.6.4 In case of emergency outside normal working hours, e.g. death of a close relative, it is possible to withdraw a passport. The procedure is to ring DPA's Telephone Exchange (8815000) or DPA Security (8816846) and explain the situation. The Telephone Operator or Duty Security Supervisor will arrange for the attendance of a Free Zone staff member who can issue the passport in exchange for the Company Employment Card.

If possible a “Request for Withdrawal of Passport” form should be completed and signed by an authorised signatory and then presented to Customer Service. However, a request on company notepaper with an authorised signature will be accepted if the proper request form is not available to the applicant.

- 9.6.5 When passports are withdrawn, the Company Employment Card must be surrendered in exchange for the passport. However this is not required by senior staff who are allowed to retain their passports.

## **9.7 Medical Cover for Free Zone Sponsored Employees**

- 9.7.1 Medical cover for sponsored employees can be arranged through the Department of Health and Medical Services (DOHMS) at the Out-patient Clinic in the Jebel Ali Village, who can also provide a hospital service if required in Dubai. This service is available on payment of the required fees as per the Tariff.

- 9.7.2 Companies requiring Medical Cards for their employees should apply to the Free Zone Customer Service Department. Two stamp size photographs will be required and a note of the district in which the employee resides.

This does not apply to companies making their own arrangements for medical cover.

9.7.3 In cases where a Client employs more than 40 people, he may apply to Jafza for permission to make private arrangements for the provision of medical cover instead of using the facilities of the DOHMS. However, the Client must be able to demonstrate that the medical cover to be provided is adequate for both outpatient and hospital treatment.

**Note:** A Health Card is still nevertheless required in order to obtain a Medical Fitness Certificate from Government Hospitals / Clinics, which is mandatory for stamping the Residence Permits.

## **9.8 Salary Certificates**

9.8.1 The Free Zone Customer Service Department will provide companies with computer reports, which will give the name of the company and the date and list the names of the **sponsored employees**, against which employee signatures are required to confirm all emoluments due have been paid. These will constitute the Salary Certificates, which must also be certified by the Company. Any Certificate not signed by an employee must be annotated with the reason (e.g., on leave).

9.8.2 The Certificates will be made available at the end of each month and will be automatically faxed to those companies with fax facilities, and with over 50 employees. Otherwise they can be collected up to the 5th of each month from the Customer Service Department. Any Certificates not collected after the 5th will be posted. However, if any company has not received their Certificate by the 10th of the month, then a copy must be personally collected from the Customer Service Department.

9.8.3 The signed and certified Certificates must be returned to Customer Service Department before the 15th of the month. Claims that the Certificates have not been received will not be accepted as an excuse for failing to return them on time.

9.8.4 Failure to provide the Salary Certificate by the 15th of the month will result in sanctions and fines as per Clause 14 on Violations.

## **9.9 Rules Governing Termination of Contracts of Employment**

9.9.1 A contract of employment may be terminated as follows:

- a) By mutual agreement between the employer and employee and with the approval of Jafza.
- b) By the employee or employer during, or at the end of the probationary period (without notice).
- c) By the employee or employer giving 30 days notice in writing (after the probationary period).
- d) On expiry of the service period prescribed in the contract, provided 30 days notice NOT TO RENEW is given by either party.

9.9.2 A contract of employment shall be terminated in either of the following cases:

- a) If the employee dies during service.
- 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 acceptable authority).

- 9.9.3 An employee shall be entitled to a period of notice before termination of service as laid down in the Employment Contract. The employee shall be entitled to full pay during the prescribed notice period. The employee may be required to work during the notice period should the employer so wish.
- 9.9.4 If an Employer reduces the notice period the employee will be entitled to payment for the full notice period as prescribed in the employment contract, even if only part of the full period is worked.
- 9.9.5 If an Employee wishes to reduce the notice period the employer will be entitled to receive payment from the employee for any portion of the prescribed notice period not worked. On compassionate grounds the employer may waive the right to receive this payment.
- 9.9.6 An employee's service may be terminated without notice for any of the following reasons :
- a) If the employee is ill disciplined, or fails adequately to perform the duties as defined in the Employment Contract (three written warnings with copies to Jafza must be given before this rule is activated).
  - b) If the employee is sentenced by competent court of a civil misdemeanour or criminal act.
  - c) If the employee is found drunk or under the influence of a drug at work.
  - d) If the employee is absent from work without valid reason for more than seven continuous days in any one year.
  - e) If the employee, while at work, assaults the employer, a responsible manager, a workmate, or a visitor.
  - f) If any action by the employee results in substantial loss to the company (provided that the employer 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 his / her identity details.
- 9.9.7 An employee may cease work without notice if :
- a) The employer fails to fulfil the terms of the contract of employment.
  - b) The employer, or his representative, assaults the employee.
- 9.9.8 Termination under clauses 9.9.6 and 9.9.7 are subject to agreement by Jafza before the Employment Contract is cancelled.
- 9.9.9 Dismissal for any reason other than those in clause 9.9.6 shall be deemed to be an "arbitrary dismissal". In such cases the employee shall be entitled to compensation in addition to severance payments due under the terms of the Employment Contract.
- 9.9.10 The amount of compensation to be paid:
- a) Shall be assessed by Jafza

b) Shall not exceed three times the basic monthly wage specified in the Employment Contract.

Jafza's decision shall be final.

9.9.11 Where a change occurs in the form or legal status of an establishment, Employment Contract that were valid at the time of the change shall remain in force between the new employer and the existing employees of the establishment and their service shall be deemed to be continuous.

9.9.12 If an employee transfers to another employer, service will NOT be considered to be continuous unless special arrangements to the contrary are agreed.

9.9.13 An employee whose service exceeds one year shall be entitled to a gratuity payment on termination of service at the rate of 21 days pay (or more if the employment contract so specifies) for each year of service. After the first year payment will be pro-rata for the period served.

9.9.14 The gratuity shall be calculated at the basic pay rate as defined in the employment contract.

9.9.15 Entitlement to gratuities (end of service benefits) shall be forfeited if the employee :

- a) Is dismissed in accordance with one of the clauses in clause 9.9.6.
- b) Resigns before completing one year's service.

9.9.16 In case of death during service, the gratuity due will be payable as part of the employee's estate.

9.9.17 On termination of service, (at end of contract or if the contract is terminated by the employer prior to completion of contract), an employer shall provide an air ticket to the International Airport nearest to the employee's home. However, an air fare will not be provided in the case of dismissal under clause 9.9.6 or where the employee terminates employment prior to end of the contract.

9.9.18 If an employee's contract is automatically renewed in accordance with the Contract of Employment, then having completed his initial contract, he is entitled to an air fare either in the event of submitting his own resignation or on his dismissal, whenever this occurs.

**Note:** In the case of the employee having already availed himself of his air fare entitlement for the completed contract period, then he is not entitled to the air fare.

9.9.19 The employee, on termination of service may request, and the employer shall provide if so requested, a "service certificate" to show:

- a) Period of service
- b) Work performed while employed
- c) Final rate of pay and bonus, if any
- d) A character reference

Such service certificate shall be provided free of charge.

## **9.10 Implementing Termination of Employment**

9.10.1 Jafza is to be notified of any disciplinary action taken against seconded staff within ten days of the action being taken. The following information is to be provided to Customer Service Department:

- Name and CEC number
- Date of offence
- Nature of offence
- Disciplinary action taken
- General Manager's signature

9.10.2 Upon termination of employment, the Company is required to submit a statement in the prescribed form (copies available from Customer Service Department), of the final dues, giving sufficient details to determine how the final dues have been calculated. This statement shall be signed by the employee and by an authorised signatory of the Company. A copy shall be given to the employee and a further copy, after signature by the employee, is to be presented to the Customer Service Department.

At the same time the Company is to either lodge with Jafza a sum in cash equal to the total of the final dues, or an official receipt showing that the employee has received his final dues.

9.10.3 Jafza reserves the right to calculate terminal benefits itself and to require the Company to provide cash and air tickets for distribution to departing employees. In such cases the Jafza's signature shall be deemed to replace the Company's authorised signatory.

9.10.4 In all cases when a seconded staff employee is separating from the Company, Jafza, acting as sponsor, will arrange to cancel the employee's residence permit.

## **9.11 Resolving Labour Disputes**

9.11.1 Jafza is responsible for solving any labor disputes arising between the Client and the employee. Where the JAFZA Customer Service Department fail to make the two parties reach agreement, then Jafza shall transfer the case to the court if it is required by one of the parties.

## **9.12 Absconding Employees**

9.12.1 Any unexplained absence of seven days by a sponsored employee must be notified by the Client to the Free Zone Authorities within the next seven days.

9.12.2 Jafza will then notify the Immigration Authorities and will also advertise the absence in the Local Press. The cost of such advertisements plus related costs, will be chargeable to the concerned Client as per the Tariff.

## **9.13 Compensation for Industrial Accidents**

9.13.1 An employee who is the victim of an accident at work [an "Industrial" accident] which result in total or partial permanent disability will be eligible for financial compensation in accordance with these rules.

9.13.2 An accident, which occurs while travelling in the course of an employee's duties, or going to or coming from work, shall be treated as an industrial accident and these rules will apply.

9.13.3 The Employer will be responsible for payment for all medical treatment, including hospitalisation costs needed by an employee involved in an industrial accident.

9.13.4 The Employer will pay an employee who cannot work due to an industrial accident, the basic rate of salary as defined in the Employment Contract. This payment will be made for three calendar months from the date of the accident thereafter, payment will be made at half the basic rate for a further three-month period.

9.13.5 An employee shall not be entitled to compensation in accordance with these rules if enquiries by the competent authority establish that the employee caused the accident through:

- a) Wilful neglect
- b) Intentional violation of Environment, Health and/or safety regulations
- c) Being under the influence of drugs or alcohol
- d) Deliberate misconduct

Under these circumstances the employee will not be entitled to payment of medical treatment or payment of basic salary by the employer.

9.13.6 In case of death resulting from an industrial accident, compensation of at least AED 35,000/- will be payable by the employer to the employee's next-of-kin together with any other monies due. Relevant penalties by Group EHSS Division as per 14.8.3 may also apply.

9.13.7 If an employee is wholly, or partially disabled, compensation will be payable by the employer in accordance with the following schedule;

| Percentage of AED 35,000 to be paid | Disability   |
|-------------------------------------|--|
| 100%                                | Total or partial loss of more than one limb<br>Loss of sight<br>Total or partial paralysis<br>Inability of any internal organ to function correctly<br>Head injuries resulting in disfigurement of face,<br>Or mental deficiency |
| 80%                                 | Total or partial loss of one limb<br>Total loss of hearing   |
| 70%                                 | Loss of foot or hand<br>Partial impairment of sight  |
| 50%                                 | Loss of finger (s) and/or toe (s)<br>Partial loss of hearing   |

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.

9.13.8 Adjudication in disputes between employer and employee in connection with these rules shall be by Jafza whose decision shall be final.

## 10 TRAFFIC AFFAIRS

## **10.1 General**

10.1.1 The roads in the Free Zone are treated as public highways. Any driver / operator of a vehicle / equipment must be in possession of a valid licence issued by the Dubai Police and suitable for the class of vehicle / equipment being driven / operated. Vehicles shall not be parked outside the leased area., violators may incur fines imposed by the Customer Service Department.

10.1.2 All vehicles and mobile equipment such as forklift trucks, including those whose operations are confined to the Client's premises, need to be properly licensed by Dubai Police 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 Dubai Police suitable for the class of vehicles being driven.

## **10.2 Vehicles Owned by Clients**

10.2.1 Clients are not permitted to purchase any commercial vehicle (i.e, pick-ups, trucks, forklift etc) unless prior approval is obtained from Jafza.

10.2.2 Free Zone Clients are permitted to register one ton (maximum) Pick-up trucks, for the purpose of transporting the Clients 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 the UAE market.

10.2.3 Clients having a requirement to register a Pick-up of greater than one ton capacity, must appoint an agent to do so on their behalf and the Pick-up must then be registered in the agent's name.

10.2.4 Employees sponsored by Jafza can register private cars, but require a "No objection" from Jafza.

## **10.3 Tests for Mechanical Driving Licences**

10.3.1 For issue of a Mechanical Driving Licence, Jafza will arrange for employees of Clients to have their driving tests conducted by the Dubai Police within the Jebel Ali area.

10.3.2 Training, for mechanical equipment and other vehicles will be given by the Training Centre, located in the Free Zone, where equipment will also be provided for training purposes. Applications for Training and for subsequent testing, shall be initially made through Free Zone Customer Service Department.

10.3.3 Fees for the training and additionally for the driving test, (which includes the cost of arranging the test and for the driving licence), will be charged as per the established Tariff. Fees are not returnable if the concerned driver fails the test.

## **11 FREE ZONE STAFF ACCOMMODATION**

### **11.1 General**

11.1.1 Accommodation for Clients' employees are available in the Free Zone in the Accommodation Complexes provided around the Free Zone. Application can be made in the first instance to the Accommodation Officer, located in the Customer Service Building of the Accommodation Complex.

11.1.2 Clients are not permitted to either share or transfer the leased accommodation premises to other clients without prior approval by Jafza.

11.1.3 Clients who have leased Staff Accommodation are required to comply with all terms and conditions of the Tenancy Contract, Free Zone Rules and Accommodation Regulations. Non compliance will result in the Tenancy Contract being terminated without notice.

## **11.2 Occupancy of Rooms**

11.2.1 The maximum number of individuals to be accommodated in the various types of rooms available, are as follows:

- |   |                                     |
|---|-------------------------------------|
| (a) Labour Rooms- 29.64 SQ.M.             | - 8 individuals per room            |
| (b) Junior Rooms - 17.86 SQ.M.            | - 3 individuals per room            |
| (c) Senior Rooms - 30.04 SQ.M. (Per unit) | - 4 individuals per unit of 2 rooms |

## **11.3 Cooking in Rooms**

11.3.1 Cooking in the rooms of the Accommodation Complex (other than the Senior Blocks, where kitchens are provided), is totally prohibited on the grounds of health and safety.

## **11.4 Accommodation Outside The Free Zone**

11.4.1 Clients wishing to accommodate their staff in Accommodation Complexes or houses outside the Free Zone must first seek the approval of Jafza. To obtain this approval, the following information should be submitted to Group Environment, Health and Safety Division (EHSS):

- Detailed address and location of the premises which is to be used for accommodation.
- 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.
- General condition of the building with details of any major structural damages.
- The condition of sanitation and hygiene in the building.
- The number of people who will be occupying each room.
- Arrangement for eating or gathering.
- Details of any amendments or renovations the Clients wish to incorporate into the building.
- Copy of the tenancy contract.

11.4.2 The criteria for the minimum standard for accommodation can be obtained from Group EHSS Division.

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

## **12 SECURITY AND FIRE**

### **12.1 Security**

12.1.1 Security Department is responsible for the safeguard of personnel and property within the Free Zone area and for authorising all movement of vehicles and personnel into and out of the Free Zone. In the event of any fire, theft, or other violations of security coming to the notice of a Client, the Client shall notify DPA Security in the first instance. Where required DSS Group Security shall in turn, notify / involve the Dubai Police Department.

12.1.2 All vehicles and personnel moving in and out of the Free Zone are required to have the appropriate pass or permit.

12.1.3 For security reasons, the Client must inform DSS Group Security about any shift working arrangements.

12.1.4 Vehicles entering and leaving the Free Zone, shall be subject to search / security check, at the various entry / exit gates by Security Department.

12.1.5 All Land Lessees who have their own custom built premises shall be required to lodge a second key for their premises with DSS Group Security, to ensure ready access in the event of fire or other serious incident.

Also, Clients of pre-built units need to ensure that a second key is lodged with the DSS Group Security, in the event that locks are changed.

12.1.6 Clients are required to provide written details of a contact person to Security Department in order to facilitate fast responses in the event of fire, burglary or other incident.

12.1.7 For any serious traffic violation occurring within the Free Zone, DSS Group Security shall notify the Dubai Police department for them to take appropriate action. For minor offences, not involving accidents, DPA security shall warn the offending driver / Client to avoid a repetition.

12.1.8 Firearms will not be allowed in or out of the Free Zone. Any violations will be notified to the appropriate authority.

## **12.2 Fire Prevention and Control**

12.2.1 Free Zone Facilities shall implement appropriate fire preventive and fire control measures in accordance with the current regulations and practices as stipulated through Group EHSS and Fire Division.

12.2.2 Clients of all pre-built units are required to have a dedicated telephone line connected in order to activate the Fire Protection System, which is already installed. Telephone connections and subsequent charges are the responsibility of the Client.

12.2.3 Clients of custom-built premises must ensure that effective Fire Protection Systems, complying with local regulations (refer to Group Fire Department for details), are installed and that the dedicated telephone connection is also made to the Fire Station Emergency Control Centre (ECC). Such systems must ensure avoidance of false fire alarms / calls.

12.2.4 Fire Fighting Personnel are authorised to take full control of a fire-fighting situation. Where a Client's premises are unmanned / unguarded / closed / locked, fire fighting personnel are authorised to make forced entry where there is reasonable justification (including a subsequent false alarm discovery), and / or where failure to do so could result in significant losses.

## **13 TERMINATION OF LEASE AND LICENCE**

### **13.1 General**

13.1.1 All outstanding customer service issues, including financial, shall be settled in liaison with Free Zone Customer Service Department.

13.1.2 In the event of Lease or Licence termination, it is the responsibility of the Client to ensure that the premises are fully vacated, i.e., all furnishings, equipment removed and that the premise are restored to its original condition by the termination date.

Also, any waste material / contaminated soil should be disposed of in accordance with Jafza / Dubai Municipality regulations, for which approval from EHSS should be obtained.

## **13.2 Abandoned Goods**

13.2.1 If the Client abandons goods on the premises, then Jafza shall issue a Notice to the Client's officially recognised address of the intention to treat such goods as "abandoned". A specified date for clearance of the premises will be given in the notification, which shall take into consideration the nature of the goods (e.g., refrigerated, perishable) and hence urgency of removal.

If the abandoned goods have not been removed by that date Jafza will act to remove them without further reference to the Client. Any costs incurred by Jafza in doing so will constitute a claim against the Client.

13.2.2 Jafza shall, at its discretion, auction the abandoned goods to expedite clearance of the facility and / or to recover any outstanding dues.

## **14 VIOLATIONS OF RULES**

### **14.1 General**

14.1.1 Ignorance of rules cannot be accepted by Jafza as an excuse for lack of compliance with them.

14.1.2 A Client in violation of Rules shall be guilty of an offence which, if not remedied to the satisfaction of Jafza, shall render the Client liable to sanctions as given in this section, or such other sanctions Jafza may consider necessary from time to time.

14.1.3 Jafza reserves the right to ban the entry or exit of the staff and/or goods, of Clients who fail, after warning, 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 in all cases a period to remedy the breach of rules will be allowed. But, 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 facility (as per the Lease Agreement).

14.1.6 Jafza reserves the right to disconnect electricity supply to premises in the event that any accounts payable to Jafza or to DEWA are not paid within the prescribed period.

A re-connection charge will be payable before the supply is restored.

### **14.2 Activity Violations**

14.2.1 Clients carrying out activities other than those appearing on their 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 more stringent measures, including closure of the operations if the unauthorised activities are of a very serious nature such as :

Violating Free Zone Health, Safety and Environment regulations.

Violating any municipal, governmental or federal law, including the Copyright Law, the Trademark Law, the Trade Agency Law, Patent Law and the Intellectual Property Right Law, etc.

### **14.3 Employment Violations**

14.3.1 Clients found to be illegally utilising the services of employees from other companies shall be fined AED 1,000/- per person.

The employee involved shall be warned.

14.3.2 Should a Client repeat this violation, then a fine of AED 3,000/- per person shall be imposed and the operation of the Client shall be suspended for two weeks.

14.3.3 Failure to return Salary Certificates duly signed by the employees and certified by the company by the 15th of the month, will result in the automatic withdrawal of all Customer Service and Personnel services. Additionally, fines will be imposed as follows:

AED 500/- per day from 16th - 20th inclusive

AED 1,000/- per day 21st onwards, until the certificate is presented

Companies must note that exceptions to this rule will not be made.

14.3.4 For each absconding employee, the Client shall be required to pay a fine of AED 1,500/-.

14.3.5 Any Client who fails to notify Jafza about absconding (missing) employees within the seven days allowed will face a fine of AED 5,000/- per occasion.

14.3.6 Any Client failing to return the relevant IDs or passes of an employee on cessation of employment, within 7 days of departure of the employee, will be fined AED 1,000/-.

### **14.4 Construction Violations**

14.4.1 Contravention of the Planning & Construction Regulations, or any construction, undertaken which is not included in the Building Permit for a project, will render the company concerned liable to a fine of :

a) AED 500/- for the first contravention

b) AED 2,000/- for the second and each subsequent contravention

### **14.5 Operation Fitness Certificates Violations**

The clients that operate without a valid OFC ( Clause 4.5) will be committing an offence and will be liable to a financial penalty of Dhs 500/- per day so long as the offence continues. Jafza also reserves the right to disconnect electricity 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 :

- a. Commencement of operations of a new company from a warehouse/ factory unit without an (OFC).
- b. Commencement of operations of a new company from an undeveloped/semi-developed (during construction)/ developed plot, without an OFC.
- c. Commencement of operations of an existing company from the new/expanded/ modified facility, without amendment of their existing OFC.
- d. Commencement of operations of additional/amended activities of an existing company, without amendment of their existing OFC.
- e. Commencement of operations from additionally installed machinery/ equipment of an existing company, without amendment of their OFC.
- f. Operation of an existing company without a valid renewed OFC.
- g. Operation of a sub-lessee company or additional License without a valid OFC (if applicable).

Note : In case of perceived serious EHSS violations, the Authority reserves the right to withdraw the existing OFC's from clients until such time the violations are addressed to the satisfaction of the EHSS.

#### **14.6 Accident Reporting**

- 14.6.1 In the event of failing to immediately report any accidents, including minor ones to PCFC Emergency Control Room on telephone 8833111, Jafza shall levy a fine of AED 5,000/-

#### **14.7 Accommodation**

- 14.7.1 Tenants housing more than the permissible numbers advised for each class of room, in the Accommodation Complex, shall be fined AED 200/- per additional person per day for a maximum of seven days.

In the event that the tenant fails to rectify the situation within seven days, Jafza shall terminate the lease for the room and ask the tenant to vacate the room immediately.

- 14.7.2 Clients failing to maintain the standards of external accommodation for employees (as defined by the EHSS), shall be issued with a Warning Letter giving them 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 the EHSS.

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 premises.

- 14.7.3 Jafza shall carry out regular inspections to ensure that no food is cooked in rooms in the Accommodation Complex (other than Senior rooms). Violators of this rule shall be warned through their Companies on the first occasion. In the event that this violation is repeated, Jafza shall impose a fine of AED 5,000/- on the tenant. Further violation could result in terminating the lease and repossessing of the premises by Jafza.

#### **14.8 Health, Safety and Environment**

- 14.8.1 In the event that there is obvious negligence on the part of a Client/Client to satisfactorily progress on a Correction Notice, (see Clause 7.7.1) and to meet the stipulated completion date, Jafza will impose a fine of AED 400/- per day until the remedial actions have been completed.

Similarly, failure to satisfactorily respond to a Warning Notice will result in the imposition of a fine of AED 200/- per day until the fault is remedied.

14.8.2 Unauthorised dumping within the Free Zone is an offence and the Free Zone warns offenders that the following penalties will be imposed:

- 1st Offence - A fine of AED 1,000/-
- 2nd Offence - A fine of AED 5,000/-
- 3rd Offence - The offender will be denied access to the Free Zone.

In all cases the dumped material must be cleared, either by the offending Client or by Jafza, who will charge the Client accordingly.

14.8.3 Jafza may apply a fine of a maximum of AED 200,000/- for serious violations of Environment, Health, Safety and Environment Requirements/Instructions.

Some examples of serious violations are :

- Negligence leading to death or serious injury
- Discharge of untreated/ industrial waste or hazardous materials illegally/without EHSS approvals.
- Mishandling/Abandonment/Unsafe storage of dangerous goods or any materials
- Construction site violations with Environment, Health & Safety potential
- Operating any equipment, machinery/activity without EHSS approvals.

In order to ensure fairness of judgement and apportionment of the applicable fine, investigations into the circumstances leading to the violation will be initially conducted. Jafza will of course require the full co-operation of the concerned Client. Jafza's judgement on the applicable fine will be final.

Clients need to ensure that they are familiar with the Free Zone Health, Safety and Environmental Regulations, which are available from EHSS Division.

14.8.4 Unauthorised use of containers or portacabins on a Client's premises will result in a fine of AED 300/- per day following the grace period to remove same.

14.8.5 Clients barring Jafza's inspectors from entering the premises or hindering their tasks in any way are 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**

14.9.1 In the event of an individual entering the Free Zone without the appropriate authorisation (pass, CEC, etc.), and where such entry is as a result of a Free Zone Client aiding and abetting such an entry, then the Client shall be warned in the first instance. Any subsequent violations shall result in a fine of AED 1,000/- per unauthorised person entry.

#### **14.10 FZE/FZCO Violations**

14.10.1 In the case of any default by the FZE or FZCO or its Shareholders in compliance with the Implementing Regulations or any FZE/FZCO condition or the terms and conditions of their Licence Jafza may impose a fine upto AED 10,000/- per day during the period of such non-compliance.

## Jafza / Jebel Ali Free Zone Tariff

This tariff describes the charges applicable to the full ranges of services provided by Jafza / Jebel Ali Free Zone and as such have no direct overall relationship to the Free Zone Rules.

### 1. Free Zone Licences

|                                   |                                    |
|-----------------------------------|------------------------------------|
| Free Zone Trading Licence         | AED 5,500 / AED 9,000 / AED 12,500 |
| Free Zone Industrial Licence      | AED 5,500/-                        |
| Free Zone Service Licence         | AED 8,000/-                        |
| Free Zone Logistics License       | AED 30,000/-                       |
| Free Zone General Trading License | AED 30,000/-                       |

|   |              |
|---|--------------|
| Free Zone Offshore Registration                       | AED 10,000/- |
| Registration of Offshore Agents                       | AED 10,000/- |
| Licence Amendment (Activity)                          | AED 3,500/-  |
| Licence Amendment (Manager name change)               | AED 500/-    |
| Licence Amendment (Company name change)               | AED 1,500/-  |
| Licence Amendment<br>(Activity combined with renewal) | AED 6,000/-  |
| Licence Cancellation                                  | AED 1,500/-  |
| Nameplates for Offices                                | AED 500/-    |

### 2. Free Zone Leases

|               |                       |
|---------------|-----------------------|
| Sub-lease fee | AED 20,000/- per year |
|---------------|-----------------------|

### 3. Environment Health and Safety Department

|   |                  |       |
|---|------------------|-------|
| Building Completion Certificate – Reinspection Fees per person (thro' CED)  | Per person/hour  | 200   |
| Certificates of Conformity (COC – I & II, each)   | Per Permit       | 200   |
| Certificates of Conformity : (COC – I & II, each) - Re-inspection<br>DRAWING REVIEW (EHS-NOC For Building Permit) Charges (For<br>Consultants/Contractors)                            | Per reinspection | 200   |
| a) Standard Charges, per sq. mts built up (Minimum AED 250/-)   | per sq. mt       | 2.0   |
| b) Infrastructure & Site Preparation (Sewers, Roads, Pipelines, Trenches for<br>Pipelines, including grading, levelling, fencing and site preparation, excluding<br>any structures) : | per sq. mt       |       |
| i) <1000 sq. mts (Total Area)   | per sq. mt       | 500   |
| ii) Between 1001 and 5000 sq. mts (Total Area)  | per sq. mt       | 2000  |
| iii) Between 5001-10,000 sq. mts. (Total Area)  | per sq. mt       | 4000  |
| iv) Between 10,001-50,000 sq. mts (Total Area)  | per sq. mt       | 5000  |
| v) Between 50,001-100,000 sq. mts (Total Area)  | per sq. mt       | 10000 |
| vi) More than 100,000 sq. mts (Total Area)  | per sq. mt       | 20000 |
| Drawing Review : Machinery/equipment installation/racking (Minimum AED<br>500)  | per sq. mt       | 3     |
| EHS Consultancy Studies, per study  | per study        |       |

|  |                                    |        |
|--|------------------------------------|--------|
|  |                                    | 20,000 |
|  | Per person/per hr                  |        |
| EHS Audits/Pre-Inspection requests by client   |                                    | 500    |
| Entry Permit - Mobile Cranes - (Validity 1 month)  | Per Permit                         | 400    |
| Entry Permit : Gas Cylinder Vehicle (Validity - three months)  | Per Permit                         | 600    |
| Industrial Wastewater Treated Discharge to drainage lines/harbour/Authority facilities - Connection charges            | Lump Sum                           | 50,000 |
| Industrial Wastewater Treated Discharge to drainage lines/harbour/Authority facilities - Discharge fees                | per 1000 Imp. Gals                 | 10     |
| Operation Fitness Certificate (OFC) - Issuance/Amendment   | Per OFC                            | 1,000  |
| Operation Fitness Certificate (OFC) - Renewal  | Per OFC                            | 1,000  |
| Operation Fitness Certificate/Routine Audits - Follow-up Inspection charges  | Per person/hour                    | 500    |
| Pre-qualification Review (Initial) - 3rd. Party Testing (Lifting equipment, pressure vessels, Fire equipment) Agencies | Per review/ approval               | 3,000  |
| Pre-qualification Review (Initial) - First Aid Training Agencies   | Per review/ approval               | 5,000  |
| Pre-qualification Review (Renewal) - 3rd. Party Testing (Lifting equipment, pressure vessels, Fire equipment) Agencies | Per review/ approval               | 1,000  |
| Pre-qualification Review (Renewal) - First Aid Training Agencies   | Per review/ approval               | 2,000  |
| Pre-qualification Review/Registration (Initial) : EIA or RA Consultants  | Per Consultant/per Field requested | 10,000 |
| Pre-qualification Review/Registration (Renewal) - EIA or RA Consultants  | Per Consultant/per Field requested | 5,000  |
| Publications : Environmental Control Rules & Requirements  | Per copy                           | 50     |
| Publications : Environmental/H&S &F Guidelines   | Per copy                           | 50     |
| Publications : Health, Safety and Fire Protection, Prevention & Control Regulations                                    | Per copy                           | 50     |
| Publications : Ship Repair Safe Work Permit / Book   | Per copy                           | 50     |
| Radioactive Source Entry (S1) - (1-100 sources)  | Per source                         | 300    |
| Radioactive Source Exit Fee (S1) - (Over 101 sources)  | Per source                         | 200    |
| Radioactive Source Exit Fee (S2) - (1-100 sources)   | Per source                         | 300    |
| Radioactive Source Exit Fee (S2) - (Over 101 sources)  | Per source                         | 200    |
| Radiography Permit (monthly)   | Per Permit                         | 1,000  |
| Training :FZ Employees - Support to Approved Agencies -Admn. Charges   | per employee                       | 200    |
| Visa Requests : Inspections & Reporting to BU Admn./Sales  | Per Inspection                     | 500    |
| Application Processing Fee for Portacabin/Container (20" size)   | Per item                           | 250    |
| EHS Monitoring Fees for Portacabin/Container (20" size)  | Per item/month                     | 1000   |
| Refundable Deposit for Portacabin/Container (20" Size)   | Per item                           | 5000   |

**EHS NOC for BCC- Inspection Charges**

|  |                   |        |
|--|-------------------|--------|
| LIU/warehouse Units (333 or 555 sq. mts)   | Per LIU           | 250    |
| <u>Total Built-up area of facility</u>   |                   |        |
| <1000 sq. mts (Total BU Area)  | Lump Sum          | 500    |
| Between 1001 and 5000 sq. mts (Total BU Area)  | Lump Sum          | 1000   |
| Between 5001-10,000 sq. mts. (Total BU Area)   | Lump Sum          | 1500   |
| Between 10,001-50,000 sq. mts (Total BU Area)  | Lump Sum          | 2500   |
| Between 50,001-100,000 sq. mts (Total BU Area)   | Lump Sum          | 3500   |
| More than 100,000 sq. mts (Total BU Area)  | Lump Sum          | 5000   |
| Miscellaneous/minor construction/modification etc.   | Lump Sum          | 500    |
| EHS-NOC for BCC Re-inspection charges  | Per Officer/hour  | 1000   |
| Training : Basic Health, Safety, Fire & EMS Awareness Induction<br>Training (for New PCFC/Dubai World employees) | Per person        | 200    |
| Training : Basic Health, Safety, Fire & EMS Awareness Refresher<br>Training (for PCFC/ Dubai World employees)    | Per person        | 200    |
| Auction Inspection of Containers for Food Items (Per Container)  | Per person/hour   | 200    |
| Entry Permit for Food Suppliers (Validity - 1 year)  | Per Permit        | 800    |
| Entry Permit for Food Suppliers (Validity - 60 days)   | Per Permit        | 100    |
| Entry Permit for Food Suppliers (Validity - 7 days)  | Per Permit        | 50     |
| Entry permit for Food suppliers (Validity - three months)  | Per Permit        | 200    |
| Entry Permit for Food Vendors (Validity - three months )   | Per Permit        | 200    |
| Food & Health Consultation   | Lump Sum          | Varies |
| Food Control Section - Technical Guidelines  | Per copy          | 30     |
|  | Per person        | 1,000  |
| Food Safety Manager Certification  | Lump Sum          | Varies |
| Food Sampling for Analysis   | Per               |        |
| HACCP Consultants; Food Laboratories : Pre-qualification Review  | Review/Approval   | 1,000  |
| HACCP Manual Audit   | Per person/hour   | 200    |
| HACCP On-site Audit and Inspection of Approved laboratories  | Per person/day    | 300    |
| Health, Food Lab Approvals etc.- Issuance of Certificates (Client request)                                       | Per Certificate   | 50     |
| Isolation Room facilities  | Per person/day    | 100    |
|  | Per Unit per year | 100    |
| Licensing & Approval of Food Vending machines  |                   |        |
| Monitoring/Control Outgoing Food /Health Products from FZ Clients for Dubai Distribution                         | Per Lot           | 50     |
|  | Per person        | 75     |
| Occupational Health Card Processing  | Per year          | 500    |
| Registration :On-line Food Safety/Alert System   |                   |        |
| Training : Basic Food Hygiene, GMP & SSOP, HACCP   | Lump Sum          | 150-   |

|   |                |       |
|---|----------------|-------|
|   | Per Unit       | 2,500 |
| Water Tank Cleaning   |                | 2,000 |
|   | Per Lot        | 20    |
| Incoming food document reviews, stamping & Approvals                            |                |       |
| <b>TARIFF - ENVIRONMENTAL LABORATORY</b>  |                |       |
| Chemical Analysis Set of paramaters for DM disposal                             | per sample     | 350   |
| TOC analysis in water   | per parameter  | 150   |
| Organic Fertilizer(Manures)   | per sample     | 300   |
| Inorganic Fertilizer  | per sample     | 300   |
| Nemetode in Pot Soil  | per parameter  | 100   |
| COD,BOD, Chlorophyll a & TKN  | each parameter | 100   |
| pH, SS, temperature, DO   | each parameter | 40    |
| Conductivity, TDS, Turbidity, TSS, Color  | each parameter | 40    |
| Oil and Grease in Water   | each parameter | 125   |
| Nutrients-Ammonia, Phosphate, nitrate, chloride, sulfate, fluoride, nitrite etc | each parameter | 50    |
| Water Analysis for Irrigation Standard  | per sample     | 450   |
| Analysis of dewatering samples  | per sample     | 550   |
| Analysis of Ground water Standard with TPH & PCB                                | per sample     | 1,250 |
| Analysis of Ground water Standard without TPH & PCB                             | per sample     | 550   |
| Soil Analysis with pesticide Residue  | per sample     | 1,000 |
| Soil Analysis without pesticide Residue   | per sample     | 550   |
| Soil Analysis - pesticide Residue only  | per sample     | 450   |
| Ambient Air Analysis - NOx, PM & SO2  | per sample     | 1,200 |
| Stack emission Analysis with PM, SO2, NOx etc                                   | per sample     | 1,000 |
| Noise Measurement   | per sample     | 140   |
| Sediment/ Soil Analysis including OM, Particle size & PAH                       | per sample     | 1,450 |
| Sediment/ Soil Analysis for Particle size                                       | per sample     | 300   |
| Activated sludge Analysis   | per sample     | 200   |

|   |                 |        |
|---|-----------------|--------|
| STP Treated Effluent Analysis   | per sample      | 300    |
| Oil & Grease in water / Solid waste   | per sample      | 125    |
| <b>FEES - FIRE DEPARTMENT</b>   |                 |        |
| Fire watch  | per hour        | 60     |
| Fire vehicle with equipment and crew for special services i.e for chemical/explosive standby or escorting including or standby services of any other nature.          | per hour        | 700    |
| Fire vehicle with equipment and crew in operation/action for special services i.e. chemical leak/spillage etc.  | per hour        | 1,000  |
| Portable Pump with equipment and 2 crew for the special services (Standby).   | per hour        | 350    |
| Portable Pump with equipment and 2 crew fro the special services pump in operation.   | per hour        | 500    |
| Ambulance with crew for (i) special services i.e. for chemical/explosive/Hazmat standby or escorting or standby services of any other nature                          | per hour        | 500    |
| Keeping Fire water under Pressure   | per day         | 200    |
| Isolation of "T" connection/Fire mains  | per Job         | 400    |
| Opening of "T" connection/Recharging of Fire mains  | per Job         | 400    |
| First Aid Fire Fighting Training for FZ Companies.  | Per person      | 375    |
| Basic Practical Hose Training Course  | Per person      | 600    |
| Foam and Foam Making Equipment Training Course  | Per person      | 1,500  |
| Special Training Course   | Per person      | 1,500  |
| Building Completion Certificate – Reinspection Fees per person [i.e. Fire Dept. Inspector or Officer].  | Per person/hour | 350    |
| Operation Fitness Certificate – Reinspection Fees per person [i.e. Fire Dept. Inspector or Officer].  | Per person/hour | 350    |
| Drawing Review Charges, per sq. mts built up (Minimum AED 100/-) to Consultant/ Contractor  | per sq. mt      | 1.0    |
| Drawing Review Charges, per sq. mts built up (for residential/commercial high rise buildings more than G+3) - Tariff on case to case basis -to Consultant/ Contractor | per sq. mt      | Varies |
| <b>PENALTIES</b>  |                 |        |
| Absence of/Expired Food Handler Occupational Health Cards issued by Dubai Municipality (per person). Others   | per person      | 100    |
| Barring EHS inspectors from Inspections of Clients premises/ operations (1st. Occasion)   | Lump Sum        | 5,000  |
| Barring EHS Inspectors from Inspections of Clients premises/ operations (Subsequent occasions)  | Lump Sum        | 10,000 |

|   |             |             |
|---|-------------|-------------|
| Un-authorized dumping of waste inside the PCFC areas (first time)                                   | Lump Sum    | 1,000       |
| Un-authorized dumping of waste inside the PCFC (Subsequent time)                                    | Lump Sum    | 5,000       |
| Penalty for operating without a valid Operation Fitness Certificate, per day.                       | per day     | 1,000       |
| Unauthorized use of container/Portacabin, per day   | per day     | 500         |
| Failure to satisfactorily progress on a Warning / Correction Notice & meet completion date, per day | per day     | 1,000       |
| Serious violations of Environmental, Health & Safety Regulations, requirements                      | Varies      | max 200,000 |
| Fatal accident as a consequence of management failures  | per offence | max 200,000 |
| Serious injury as a consequence of management failures  | per offence | max 100,000 |
| Failure to immediately report a fatal accident  | per offence | 75,000      |
| Failure to immediately report a serious injury or near miss incident / accident                     | per offence | 75,000      |
| Serious near miss incidents as a result of management failures                                      | per offence | 50,000      |
| Failure to comply with the requirements of a prohibition notice issued by EHS-CS                    | per offence | 50,000      |
| Failure to meet the requirements of an improvement notice within the timeframe assigned by EHS-CS   | per offence | 50,000      |
| Consistent failure to take action on safety infringements highlighted during EHS inspections        | per offence | 25,000      |
| Failure to pass a Certificate of Conformity I or II EHS inspection requested by a main contractor   | per offence | 1,000       |

#### 4. Employee Affairs

|                                       |   |
|---------------------------------------|---|
| Visit Visa Entry Permit New (Portal)  | AED 550 Normal<br>AED 700 Urgent  |
| Visit Visa Entry Permit Renewal       | AED 360   |
| Visit Visa Extension                  | AED 1,000   |
| Visit Visa Multiple Entry             | AED 2,000   |
| Employment Entry Permit New (Portal)  | AED 1,800 Normal<br>AED 1,960 Urgent  |
|                                       | AED 520 if inside UAE at the time of applying for EP<br>AED 700 Visa Position Amendment |
| Employment Entry Permit Renewal       | AED 360 Normal<br>AED 520 Urgent  |
| Employment Entry Permit Correction    | AED 360   |
| Residence Permit Stamping             | No Fee Normal<br>AED 250 Urgent   |
| Residence Permit Renewal (Portal):    |   |
| If Medical provided by Jafza          | AED 800 Normal<br>AED 1,050 Urgent  |
| If Medical provided by Company        | AED 600 Normal<br>AED 850 Urgent  |
| Residence Permit Transfer to a New PP | AED 200 Normal<br>AED 450 Urgent  |

|   |                                  |
|---|----------------------------------|
| RP re-entry after 6 months staying out of UAE | AED 200                          |
| Residence Permit Cancellation                 | AED 100 Normal<br>AED 200 Urgent |
| Absconder Notification                        | AED 1600                         |
| CEC Renewal(Portal)                           | AED 200                          |
| CEC Duplicate                                 | AED 200                          |
| Employment Contract Amendment:                |                                  |
| Salary Amendment                              | AED 200                          |
| Designation Amendment                         | AED 200                          |
| CEC Amendment                                 | AED 100                          |
| Health Card New                               | AED 360                          |
| Health Card Renewal (Portal)                  | AED 360                          |
| Health Card Duplicate                         | AED 110                          |
| Temporary Access Card New (Portal)            | AED 50                           |
| Permanent Access Card New                     | AED 150                          |
| Permanent Access Card Renewal                 | AED 150                          |
| Permanent Identity Card New                   | AED 350                          |
| Permanent Identity Card Renewal               | AED 300                          |
| Company Representative Card New               | AED 100                          |
| Company Representative Card Renewal           | AED 100                          |
| Jafza Letter                                  | AED 100                          |

#### 5. Traffic Affairs

|                               |           |
|-------------------------------|-----------|
| Driving Licence New           | AED 220/- |
| Driving Licence Renewal       | AED 220/- |
| Driving Licence Temporary     | AED 220/- |
| Transfer of Driving Licence   | AED 220/- |
| International Driving Licence | AED 250/- |

#### 6. Vehicle Registration

|                              | New Registration | Renewal    |
|------------------------------|------------------|------------|
| Light Vehicle                | AED 500/-        | AED 550/-  |
| Heavy Vehicle                | AED 850/-        | AED 2000/- |
| Light Bus                    | AED 550/-        | AED 600/-  |
| Heavy Bus                    | AED 800/-        | AED 850/-  |
| Light Forklift               | AED 550/-        | AED 600/-  |
| Heavy Forklift               | AED 800/-        | AED 850/-  |
| M/Cycle                      | AED 250/-        | AED 275/-  |
| Vehicle Transfer             | AED 550/-        |            |
| Vehicle Export Number Plate  | AED 250/-        |            |
| Cancellation of Vehicle Reg. | AED 150/-        |            |

#### 7. Company Registration

|                                  |              |
|----------------------------------|--------------|
| FZCO Registration                | AED 15,000/- |
| FZE Registration                 | AED 10,000/- |
| De-registration                  | AED 5,000/-  |
| Good standing Certificate        | AED 3,000/-  |
| Ownership Change                 | AED 200/-    |
| Share Capital Change             | AED 200/-    |
| Request for Register Information | AED 200/-    |
| Attestation of Board Resolution  | AED 200/-    |

#### 8. General

|  |          |
|--|----------|
| Provision of Standard Letters and Certificates | AED 50/- |
| Attestation of Documents (Each Document)       | AED 50/- |

|  |           |
|--|-----------|
| Processing of Telephone/ Fax/ Telex Application<br>(Per Connection + Actual Expenditure) | AED 100/- |
| Processing of P O Box (+ Actual Expenses)  | AED 50/-  |
| Processing of DEWA (+ Actual Expenses)   | AED 150/- |

#### **9. Dirham Al Ma'rifa**

According to Law No. (4) for 2005 issued by H.H. Maktoum bin Rashid Al Maktoum, Ruler of Dubai, a fee of 10 dirhams, called "the Knowledge Dirham (*Dirham Al Ma'rifa*)" duty, will be paid in addition to the initial fee on any transaction.