

FIRST SCHEDULE
(Regulation 7)

**APPLICATION FOR AUTHORIZATION OF AN EMPLOYMENT AGENCY
OR EMPLOYMENT BUSINESS**

(Regulation 7(1) of the Employment Relations (Employment Agencies) Regulations 2008)

1. Name of applicant/business/company Name of authorised person.....

2. Address.....
.....
.....

Telephone number facsimile number

E-mail address website address

3. If the applicant is a company or body corporate or a body of persons, a list signed by the applicant showing the name, and address of each director or of each officer acting in a like capacity shall be annexed.

4. Value Added Tax registration number of applicant

5. Income Tax registration number of applicant

6. The address of the premises at which the business is to be carried out:
.....

7. Activities proposed to be carried out:
.....
.....

8. Particulars of the competent person nominated by the applicant:

Name:

Address

Date of birth

Qualifications and experience:
.....
.....
.....

9. Recent Police clearance and curriculum vitae of the applicant, competent person and substitute shall be attached. Certified true copies of certificates shall be produced.

9. Cash flow projections or business plan to be provided:

.....
.....

10. Describe the procedures proposed to be followed by:

(i) applicants for employment:

.....
.....

(ii) users:

.....
.....

11. The following declaration is to be filled in and signed by applicant:

I declare that the particulars given above are to the best of my knowledge correct. I also declare that a notice of intention has been advertised in the following newspaper and *Fiji Republic Gazette* as shown below:

Name of newspaper Date of publication–Date of publication in the *Fiji Republic Gazette*

.....
.....

A copy of the page of the newspaper and *Fiji Republic Gazette* showing the advertisements are attached.

Signature of applicant Date

SECOND SCHEDULE
(Regulation 8)

**AUTHORIZATION TO OPERATE AN EMPLOYMENT AGENCY OR EMPLOYMENT
BUSINESS**

(Regulation 8(2) of the Employment Relations (Employment Agencies) Regulations 2008)

Date:

An authorization is hereby being granted in terms of regulation 9 of the Employment Relations (Employment Agencies) Regulations 2008 to:

Name of authorized person:Identity Document
number.....

Address.....

Value Added Tax registration number

Income Tax registration number

for carrying out the employment agency or employment business described below:

.....
.....
.....

from premises situated at:

Address of premises:

.....

This authorization is being issued subject to the provisions of Part 5 of the Employment Relations Promulgation 2007, and the Employment Relations (Employment Agencies) Regulations 2008, and to the following special conditions:

.....
.....

The authorized person shall be required to display a copy of this authorization and of the Employment Relations (Employment Agencies) Regulations 2008 in a place on the premises where they can be easily seen and read by the persons who resort to the premises.

This authorization shall be valid for a period of one year from the

PERMANENT SECRETARY

THIRD SCHEDULE
(Regulation 13)

FORM OF FOREIGN CONTRACT OF SERVICE

(Regulation 13(1) of the Employment Relations (Employment Agencies) Regulations 2008)

Part I

AN AGREEMENT made at between of..... (employer)
and the person named in Part II as the worker on the conditions set forth in Part III.

PART II

Particulars of Worker—

(i) Name

(ii) Address.....

Particulars of worker's family (if accompanying him or her)---

(a).....(age and relationship)

(b).....(age and relationship)

(c).....(age and relationship)

(d).....(age and relationship)

PART III

(A) General Conditions of Contract -

1. Place of employment.....

2. Nature of employment.....

3. ---(a) Duration of contract -

for.....calendar months/weeks/days commencing
with the departure of the worker from
on.....

(b) The contract may only be terminated in accordance with the law and
practice of the territory of

4.---(a) Rate of wages-

.....per month/week/day/hour.

Currency of wages

With the exception of the sum ofwhich shall be remitted each week/month to.....of (address)on of each week/month, wages shall be paid..... weekly/monthly during the duration of.....

(b) *The employer shall in addition to cash wages, pay the worker a meal/transport/accommodation allowance of..... per month/week/day or a per diem in lieu of allowance. Such allowance or per diem shall be paid with effect from..... and shall cease on termination of the contract:

Provided that if food is not included in the cost of the transport provided by the employer in accordance with paragraph 5(c) the allowance shall continue to be paid for the duration of the journey to the worker's home.

(c) The employer shall at his or her own expense provide transport by..... for worker/and his or her family* from the place where the contract was attested to the place where the contract is to be performed and on the termination of the contract the employer shall at his or her own expense provide transport by to the worker's home.

(d) The employer shall, unless the worker has broken his or her contract of service or the contract is frustrated or its performance prevented by an act of God, provide his or her worker with work in accordance with the contract during the period for which the contract is binding, on a number of days equal to the number of working days expressly or impliedly provided for in the contract, and if the employer fails to provide work as aforesaid he or she shall pay to the worker, in respect of every day on which he or she shall so fail, wages at the same rate as if the worker had performed a day's work.

6. *The employer shall at all times, at his or her own expense provide reasonable housing accommodation for the worker/and his or her family*at or near to place of employment.

(Where the employer elects not to provide housing accommodation, he or she must pay the worker such sufficient sum, as rental, in addition to his or her wages, as will enable the worker to obtain reasonable accommodation.)

7. The contract, except in so far as is inconsistent with its express terms, shall be subject to the provisions of the Employment Relations Promulgation 2007 and the Workmen's Compensation Act (Cap.94):

Provided that if there are in force at the place of employment laws in relation to labour standards and workers compensation more favourable to the worker than those in force in Fiji, the contract shall be subject to the provisions of the laws in force at the place of employment.

(B) Other Conditions of Contract –

In addition to the 'General Conditions of Contract' specified under paragraph (A) of Part III, the following additional conditions of contract shall also be provided by the employer –

1. Local Agent to have a valid Agency Agreement with parent Overseas Company;
2. Declaration of status of Overseas Company;
3. Local Agent to have a relevant Business Registration;
4. Local Agent to have a Business License from appropriate Local or Rural Authority;
5. Local Agent to have a Foreign Contract Authorization from the Permanent Secretary;
6. Local Agent to provide a Bond to the Labour Ministry as required under the Regulations;
7. Clear repatriation procedures in case of death, injury or abscondment to be in place;
8. Decent wages during on-the-job training overseas to be provided to the worker before actual contract employment commenced;
9. Appropriate Occupational Health and Safety (OHS) Policy to be designed and procedures to be implemented as part of contract compatible with Fiji's OHS legislation;
10. Effective OHS Committee or equivalent representation established by employer in workplace;
11. Effective OHS Risk Management system put in place by the employer to safeguard the worker;
12. Issuing of acceptable Personal Protective Equipment (PPE) to workers where relevant;
13. Employer to deliver appropriate OHS Training for the worker;
14. Granting of annual holiday return trip for the worker
15. Granting of annual leave, bereavement leave and sick leave provisions etc relative to the Employment Relations Promulgation 2007 and its subsidiary legislations;
16. Granting of special leave for voting in National Election;
17. Compulsory pre-departure Orientation and Counseling by the employer;
18. Employer to undertake pre-departure Training;
19. Employer to have in place clear hostage taking policy and procedures, where applicable;
20. Compulsory pre-departure Police Clearance for all workers;
21. Compulsory pre-departure medical examination to be compatible with contract content;
22. Essential pre-departure Clearance from the Disciplined Forces, where applicable; and
23. Post-Traumatic Stress management de-briefing and counseling on return.

PART IV

I agree to abide by the conditions of this contract.

.....

Signature of Employer

.....

Signature or thumb-print of Worker

Date, 20....

PART V

I CERTIFY that I have examined the person named herein as the worker, and that such person is physically and mentally fit to perform the work contemplated by this contract.

.....

Signature of Medical Officer

Date.....,20.....

PART VI

I CERTIFY that I have read over and explained this contract to both parties named therein as the worker and employer and that they, with full understanding of the meaning of the contract, and have voluntarily assented.

(ii)

.....
Signature of Attesting Officer

.....
Designation

Date....., 20.....

Notes –

A worker is required to be medically examined before his or her departure from Fiji.

Foreign contracts are required to be attested by the Permanent Secretary or a labour officer before the worker leaves Fiji;

**FOURTH SCHEDULE
(Regulation 20)**

SCHEDULE OF FEES

An employment agency or employment business must not charge more than the fees set out below:

To list jobseekers on a database	Free
To secure jobseeker employment locally	a charge to be paid by the user
To secure jobseeker employment overseas	a charge to be paid by the user
To assist jobseeker with application	Free
To search an agency's database	\$1.13 per search.
For a print out from a database	56 c per page.
For additional services	Maximum of \$50 per hour or part thereof.
