

**Subject: Circular regarding the controls of the contractual relationship
of domestic workers**

Circular

**His Excellency the Director General of the Ministry's branch
Respected**

A copy for all the recruitment companies

Peace and mercy of Allah and his blessings may be upon you

Based on Article thirty-eight and Article fifty-one of the rules for practicing the recruitment activity and providing labor services attached to the Implementing regulations of the labor law issued by Ministerial Resolution No. (1982) dated 28/06/1436 H, as amended by Ministerial Decision No. (70273) dated 11/04/1440 H. As organizing the contractual relationship between licensees and their clients is important, we inform you of the following:

First: The controls for providing domestic labor services shall be approved according to the formula attached to this decision.

Second: Recruitment offices and companies licensed to provide labor services to domestic workers must document the contracts for the activity of providing labor services for domestic workers between them and their individual clients, in accordance with the controls referred to in (First) starting from 01/01/2020.

Therefore, we hope to see and take the necessary actions towards the notification and implementation of the aforementioned.

Please accept my best regards and appreciation,

**Assistant Undersecretary for
Recruitment Affairs**

//Signed//
Jaber bin Abdul Rahman Al
Mahmoud

Providing Domestic Labor Services Contracts Controls

Target; These controls aim to regulate the contractual relationship between the licensees and their individual clients regarding the provision of labor services to domestic labor.

First: The following terms, wherever mentioned in this contract, have the meanings indicated before them, Unless the context otherwise requires:

- **Service provider:** A company or recruitment office licensed by the Ministry of Labor and Social Development to provide labor services for domestic labor.
- **Worker:** The domestic service worker classified for domestic work according to the profession he works (for both sexes).
- **The Ministry:** The Ministry of Labor and Social Development.
- **Client:** The beneficiary of the services of the domestic worker.

Second: General provisions

- 1) The two parties are obligated to include these controls as a minimum when documenting the contractual relationship.

- 2) The terms or conditions that conflict with the labor law, its implementing regulations, the domestic service labor regulation and those of similar regulations, or the relevant regulations, or these controls shall not be taken into consideration.
- 3) The service provider may add any other terms that explain the details of the service and the mechanism for providing it in a way that does not conflict with the provisions stipulated in these controls.

Third: Contract Parties Data

- 1) The data of the service provider and the client is clarified, and it shall include the name, registry numbers, contact information and addresses.
- 2) Service data, including:
 - Service Type and the Worker Profession.
 - Service Period
 - Service Cost
 - Nationality

Fourth: Service Provider's Obligations:

- 1) Clarifying all the responsibilities of the service provider towards the contract, service, worker and client.
- 2) Stopping the calculation of the service value from the date of returning the worker or informing the client of the worker's absence.
- 3) The client shall not be charged any fees in case of the worker's absence unless it is proven that the absentee report submitted by the client is incorrect. The service provider can also file a

report with the competent authorities in the event that the report is proven to be incorrect.

- 4) Informing the client of the worker's readiness no less than (24) hours before the date of receiving him.
- 5) The service provider's commitment to pay the wages and entitlements of the workers on their due dates in accordance with what is mentioned in their employment contract.
- 6) The service provider's commitment to ensure that the worker is free from contagious diseases or impairments that prevent the worker from performing the work under contract.
- 7) Clarification of the service provider's commitments towards providing an alternative worker without charging the client any new fees in the following cases:
 - Absenteeism from work.
 - Refusal of work due to a reason related to the client.
 - The worker becomes ill so that he cannot perform his work.
 - Lack of proficiency.
 - Death of a domestic worker "natural death".
 - If the worker was pregnant before she was delivered to the client.
 - Any other cases determined between the two parties.

Fifth: Client's Obligations:

- 1) Clarifying all the client's responsibilities towards the contract, service, worker and the service provider.
- 2) The client's commitment to receive the worker at the time specified by the service provider. The two parties may agree on extending the receipt period with the service provider's entitlement to receive the cost of extending the worker's stay.

- 3) Providing adequate housing for the domestic worker during the period of service, taking into account the human rights and privacy of the worker, allowing him to enjoy daily rest for a period of not less than nine hours and providing him with the necessary subsistence.
- 4) Providing a means of transportation for the worker to the nearest approved medical center in the network of medical centers for the insurance company approved for his medical insurance.
- 5) Notifying the service provider of the worker's absence during the period agreed upon between the two parties in the event of his absence.
- 6) The client is obligated to notify the service provider in the event of the worker's injury, disability or non-fulfillment of work within (48) hours.

Sixth: Policies and Procedures

- 1) Policies for starting the calculation of the value of the service, and stopping the calculation before receiving or replacement.
- 2) Procedures and conditions for receiving and delivering the workers at the service provider's premises.
- 3) Costs payment procedures, methods, and time.

- 4) The policy of providing the substitute worker, including the number of times of replacement and the period of providing the replacement worker (not exceeding 30 days as maximum).
- 5) The procedures and responsibilities of the contractual relationship parties in the event of termination or cancellation of the contract

Seventh: Information Privacy Protection

The service provider must preserve the clients information and not divulge or use any information related to the client unless it is requested by the official authorities.

Eighth: Complaints Addressing

The service provider must clarify the mechanism for submitting and addressing complaints for clients so that the mechanism is clear and effective and through which complaints can be followed up and addressed within a maximum of 10 days from the date of their submission, in accordance with the regulations and instructions issued by the Ministry.

Ninth: Notifications

The channels of communication and notifications between the two parties shall be clarified, provided that they include electronic or telephone channels, or both.

Tenth: Final Provisions

- 1) The client has the right to demand the termination of the contract and recovering the cost, provided that the equivalent of the time spent at work is deducted from the service provider in the event that the service provider fails to provide a replacement worker in the cases determined for the replacement.

- 2) The client's right to cancel the contract before obtaining the service and recovering the costs paid, especially the cost of canceling the contract, provided that the cost of cancellation does not exceed %1 of the total cost paid.
- 3) The two parties may agree to transfer the services of the domestic service worker to the client according to the costs that are agreed upon, provided that the transfer of the services of the domestic service worker to the client is subject to the following conditions:
 - The approval of the domestic service worker.
 - The approval of the service provider.
 - The approval of the Ministry and the relevant authorities in accordance with the regulations and instructions related to the transfer of services.
 - After transferring the service, the client shall conclude a work contract with the domestic service worker according to the form prepared by the ministry for the remaining period of the work contract with the service provider or for a new period, provided that the worker's monthly wage is not less than the last wage paid by the service provider to the worker.
- 4) If the service provider is a recruitment office, he must commit to transferring the worker's services to the client according to the controls set by the ministry.