

## Dubai World Trade Centre Authority

### Rules and Regulations

## Table of Contents

1. Introductory Note by the Chairman of DWTCA.....	2
2. Definitions .....	3
3. Free Zone Department .....	6
4. Applicability of Rules and Regulation .....	7
5. General Requirements .....	8
6. Specific Requirement - Free Zone License.....	10
7. Specific Requirement - Business Operating Permit.....	12
8. Cancellation, Revocation or Suspension.....	13
9. Free Zone Leases .....	14
10. Insurance – Free Zone License.....	15
11. Employee Affairs – Free Zone License .....	16
12. Inspection of Premises .....	18
13. Goods and Products .....	19
14. Health, Safety and Environment.....	21
15. Violations of Free Zone Rules .....	22
16. Traffic Affairs .....	23
17. Security.....	24
18. Dispute Resolution .....	25
19. Miscellaneous .....	26
20. Tariffs.....	27

## 1. Introductory Note by the Chairman of DWTC

Since its inauguration in 1979, Dubai World Trade Centre has played a critical role in the development of Dubai as the business gateway fuelling international trade with the Middle East, African and South Asian region. From the landmark Sheikh Rashid Tower to the region's largest purpose-built complex for events and exhibitions, DWTC has sustainably grown the contribution of trade and consumer events to Dubai's GDP, pioneering networking platforms for international markets to expand across the region.

Much of this success is enabled by the Dubai government's commitment to continuously building on the Emirate's competitiveness as a global business destination and event hub through stimulating investments in infrastructure expansion, supporting innovative content creation and regulatory levers.

Driven by the strategic mandate of His Highness Sheikh Mohammed bin Rashid Al Maktoum, UAE Vice President & Prime Minister and Ruler of Dubai, the newly formed Dubai World Trade Centre Authority (DWTC Authority) and its subsequent policies mark the next stage of evolution in Dubai's proposition.

The DWTC Authority delivers a uniquely flexible model offering convenient co-location of onshore and offshore operations, within a streamlined business-conducive regulatory environment that serves as a strong incentive for global multinationals and small-medium enterprises to headquarter their regional bases in Dubai.

With the ability to craft, deploy and manage best-in-class legislative policies and operational procedures in collaboration with government authorities, DWTC Authority will offer a highly competitive, single-point of contact ecosystem for corporates, allowing them to hold a business operating permit for any onshore-licensed entity, in tandem with an independent free-zone license for their business to be operable from within the same zone.

To this end, the strategic location of the zones enhances the DWTC Authority's ability to catalyse the influx of domestic and international investments and empower businesses – at the very heart of the city's Central Business District in the Dubai Trade Centre District, and at the new Dubai Trade Centre Jebel Ali, housing the World Expo development, adjacent to Al Maktoum International airport in Dubai South.

Proximity to the exhibition complex and the city's upcoming aerotropolis, increases attractiveness for international association groups to establish their permanent representation in the offshore zones, and allows organisers to deliver a seamlessly integrated and logistically unrivalled event experience, further encouraging participating businesses to use Dubai as the showcase to enter regional markets.

Backed by facilitating infrastructure, Smart Government-linked technological investments and ecosystem enhancements, coupled with the continued support from our partners across the government and private sector, DWTC Authority aspires to remain a strategic delivery engine for the development of Dubai's business proposition.

In alignment with Dubai Plan 2021 and the Innovation Agenda for the Emirate, we will further build on the city's recognised position as a leading, safe and competitive platform to operate, expand and leverage.

His Highness Sheikh Hamdan Bin Rashid Al Maktoum,  
Deputy Ruler of Dubai, and UAE Minister of Finance  
Chairman of Dubai World Trade Centre Authority

## 2. Definitions

Administrative Region	means the administrative region established within the boundaries of the Free Zone, in accordance with the provisions of the DWTC Establishment Law.
AED	means the UAE Dirham, being the lawful currency of the UAE.
Authority	means the Dubai World Trade Centre Authority, which pursuant to the DWTC Establishment Law has governance over the Free Zone and such other sub-developments as may be created within the Free Zone from time to time.
Authority Fit-Out Policy	means the Tenancy Fit-Outworks Guidelines, standards and procedures as adopted or issued by the Authority from time to time.
Board	means the Authority's Board of Directors.
Building Permit	means a permit issued by the Relevant Authority approving a proposed building construction.
Business Operating Permit	means a special permit issued by the Authority to entities which already have a license issued by the DED, permitting such entities to operate in the Free Zone.
Chairman	means the Chairman of the Authority.
Common Customs Law of the GCC States	means Federal Decree No. 85 of 2007 Concerning the Regulation of the GCC Unified Customs Law and its Executive Regulations and Explanatory Notes.
Company Regulations	means the Free Zone regulations issued by the Authority governing the incorporation, management, governance and administration of companies in the Free Zone as amended by the Authority from time to time.
Completion Certificate	means a 'Building Completion Certificate' issued by the Relevant Authority, which confirms that a building, construction or modification has been completed in accordance with the applicable rules and regulations.
Customs	means the Dubai Department of Customs and Ports.
Dangerous Goods	means goods classified by the code of practice for the 'Management of Dangerous Goods' in the Emirate of Dubai and other rules and regulations issued by Dubai Municipality or any other Governmental Authority from time to time.
DED	means the Dubai Department of Economic Development.
DNRD	means the Dubai Naturalization and Residency Department.
DTCM	means the Department of Tourism and Commerce Marketing of the Government of Dubai.
Dubai Municipality	means the Dubai Municipality department of the Government of Dubai.
DWTC	means the Dubai World Trade Centre.

DWTC Establishment Law	means Law 9 of 2015 concerning Dubai World Trade Centre.
Employee	means a person permitted to work in the Free Zone in accordance with these Free Zone Rules, including a Sponsored Employee and a Non-Sponsored Employee.
Employment Agreement	means an employment agreement in the form and substance stipulating the conditions of employment, to be entered into between a Licensee and its Employee as per UAE Labour Law.
Expiry Date	means the date the Lease Period comes to an end as defined in the Lease agreement.
Free Zone	means the Free Zone established pursuant to the DWTC Establishment Law or any other free zone owned or administratively controlled by the Authority within the boundaries of DWTC.
Free Zone Department	means the department responsible for carrying out registration services, license services and general administration services.
Free Zone Rules	means these free zone rules and regulations (including any amendments thereto) and any notices and circulars issued by the Authority from time to time.
FZCO	means a free zone company, which is a limited liability company with two or more shareholders, incorporated in accordance with the Company Regulations.
FZE	means a free zone establishment, which is a limited liability company with one shareholder, incorporated in accordance with the Company Regulations.
GCC	means the countries that are members of the Gulf Cooperation Council.
Hazardous Waste	means waste or materials of whatever nature that are classified or regulated in any way by Dubai Municipality or any other Relevant Authority and require specific handling and treatment particularly relating to their disposal.
Hotel	means any of hotel or hotel apartment or other constructions determined as such by DTCM.
Hotel License	means a license granted by the Authority to operate a Hotel within the Free Zone.
Hotel Operator	means a legal entity which will own and control and has been granted a Hotel License by the Authority.
Hotel Outlets	means outlets for the provision of food, beverages, health, fitness, entertainment and/or leisure services located inside the premises of a Hotel.
HSE	means the Health, Safety and Environment guidelines, standards and procedures adopted by the Authority pursuant to Rule 14 of these Free Zone Rules.
Labour Law	means Federal Labour Law No. 8 of 1980, regarding the organization of labour relations, as amended.

Lease	means a lease of Premises either: (i) by the Authority or its subsidiaries to a Licensee or a Business Operating Permit holder; or (ii) by a Sub Lessor to a Sub Lessee in accordance with these Free Zone Rules. A Licensee or a Business Operating Permit holder leasing premises shall be referred to as a "Lessee" / Sub Lessee" and the grantor of a Lease shall be referred to as a "Lessor / Sub Lessor".
License	means a license granted by the Authority to a Licensee to carry out business activities in the Free Zone.
Licensee	means a person or entity licensed to conduct activities under a License.
Liquor License	means a license issued to serve alcoholic drinks as per Dubai Law of 1972 Controlling Alcoholic Drinks.
Non Sponsored Employee	means an Employee not sponsored by the Licensee or the Authority as defined in Rule 11.4
Other Prohibited Goods	means goods violating the laws of protection of commercial, industrial, literary, artistic and intellectual property, including such goods violating the laws and rules related to trademarks, patents, copyrights and designing rights. Further these also include goods showing writings, drawings, ornaments, signs or forms contradicting the beliefs and doctrines of religions or violating the public order and morals.
Portal	<a href="http://www.dwtcauthority.com">www.dwtcauthority.com</a>
Premises	means the premises in the Free Zone that are available for Lease.
Prohibited Goods	means any goods for which the import or export is prohibited in accordance with the provisions of the Common Customs Law of the GCC States or any other Federal or Dubai law.
Register	means the register of Licenses and Business Operating Permits granted under these Free Zone Rules and maintained by the Authority.
Relevant Authority	means the Authority or other relevant authority that (subject to the DWTC Establishment Law and in the sole opinion of the Authority pursuant to the DWTC Establishment Law) may have jurisdiction over a particular issue concerning the Free Zone or the specific activities carried out by a Licensee or a Business Operating Permit holder.
Restricted Goods	mean any goods for which the import or export is restricted in accordance with the provisions of the Common Customs Law of the GCC States or any other Federal or Dubai law.
SA	means a sponsorship agreement that the Licensee enters into with the Authority, which prescribes the conditions under which the Authority acts as a sponsor for a Licensee's Employee.
Sponsored Employee(s)	means an employee of a Licensee who is sponsored by the Authority pursuant to a SA.
Tariff	means the tariff of fees, levies and penalties applicable to the Free Zone published by the Authority from time to time.
UAE	means the United Arab Emirates.

### 3. Free Zone Department

The Free Zone Department is responsible for providing the following services including but not limited to:

#### 1. Registration Services

- 1.1 Formation of a new legal entity as a FZE and a FZCO;
- 1.2 Formation of a branch of an entity lawfully existing outside of the Free Zone (whether legally existing in the UAE or abroad); and
- 1.3 Amendment, cancelation or termination of registrations.

Refer to the Company Regulations for further details on the above.

#### 2. License Services

- 2.1 Issuance and renewal of Licenses and Business Operating Permits
- 2.2 Amendment of License or Business Operating Permit terms
- 2.3 Cancelation of Licenses or Business Operating Permits (at the applicant's request)
- 2.4 Suspension or revocation of Licenses or Business Operating Permits (at the Authority's discretion)

#### 3. Immigration Services

- 3.1 Issuance of Entry Permits
- 3.2 Issuance and renewals of Visa
- 3.3 Medical/fitness arrangement/examination

#### 4. General Administration Services

- 4.1 Maintenance of the Register
- 4.2 Issuing certificates for any purposes including no objection certificates

The Free Zone Department may amend its services from time to time.

The Free Zone Department is open from 08:00 hours to 17:00 hours Sunday to Thursday except for public holidays. For enquiries please email [info@dwtcauthority.com](mailto:info@dwtcauthority.com)

#### 4. Applicability of Rules and Regulation

1. The Authority is the regulatory body charged with the supervision and management of the Free Zone, and its responsibilities as established by the DWTC Establishment Law include the development and management of the infrastructure of the Free Zone and the issuance of rules and regulations for registration and licensing of Licensees and Business Operating Permit holders in the Free Zone.
2. The Authority has issued these Free Zone Rules based on the authority granted to it under the DWTC Establishment Law. The aim of these Free Zone Rules is to regulate Licensees/ Business Operating Permit holders and their activities in the Free Zone.
3. All entities or persons (including contractors and sub-developers) working, operating, living, owning, visiting or leasing real estate or otherwise having an interest or carrying out business of any kind in the Free Zone are subject to and must comply with these Free Zone Rules insofar as they apply to them, along with all other laws, rules, policies and regulations set by the Authority pertaining to the Free Zone.
4. The Authority has the sole and exclusive right to approve or decline any application for the grant of a License or a Business Operating Permit in the Free Zone to any person or entity and accepts no liability for any loss arising as a result of such decision.
5. The Authority may waive any requirements contained in these Free Zone Rules, for one or more Licensees or Business Operating Permit holders, subject to terms and conditions that the Authority may prescribe.
6. The Authority may issue amendments, notices or circulars in relation to any matter provided in these Free Zone Rules. Any such amendments, notices or circulars should be read collectively and where there are contradictions, the latest dated amendment, notice or circular supersedes previously issued ones unless otherwise explicitly stated.
7. Notwithstanding the Authority's rules and regulations and/or individual payment obligations, those living, working, operating, visiting and doing business within the Free Zone acknowledge that they could also be subject to and liable for additional fees, charges and levies that may arise from:
  - a) any other applicable law or regulation; or
  - b) any contractual obligation.

## 5. General Requirements

1. A Licensee/ Business Operating Permit holder must have a valid Lease and a valid License or Business Operating Permit to operate in the Free Zone.
2. A Licensee/ Business Operating Permit holder must complete the registration, Lease and License/ Business Operating Permit and all other establishment procedures prior to being granted the right by the Authority to carry out business in the Free Zone.
3. A Licensee/ Business Operating Permit holder is required to renew its Lease and License within the time frame set by the Authority.
4. Payment for all services rendered by the Authority through the Portal or one of the Authority's business counters, is required to be made in advance, according to the established Tariff.
5. UAE local decrees, regulations, rules and practices are applicable within the Free Zone, and shall be applied to the Free Zone and its Licensees/ Business Operating Permit holders in addition to the rules set by the Authority. Any violation of UAE local decrees, regulations, rules and practices will be notified to the appropriate authorities.
6. Free Zone Licensees (not Business Operating Permit holders) have been granted an exemption from the laws and regulations of the Dubai Municipality and the DED in the DWTC Establishment Law. Notwithstanding the foregoing, the Dubai Municipality and the DED laws and regulations related to general health and safety and food control and environment shall be applicable to both Licensees and Business Operating Permit holders.
7. A Licensee/ Business Operating Permit holder will be subject to all government fees in line with the relevant decrees/laws that are applicable to specific businesses operated by Licensees/ Business Operating Permit holders within the Free Zone.
8. Without prejudice to the generality of these Free Zone Rules, a License/ Business Operating Permit holder is required to at all times abide by all international treaties entered into by the UAE as well as all UAE federal and local laws, decrees, regulations, rules and practices. The Authority may take appropriate action, in its own discretion, against a Licensee/Business Operating Permit found to be in violation.
9. All persons and entities who in accordance with Rule 4.3, are subject to these Free Zone Rules, and who (either intentionally or unintentionally) violate any of these Free Zone Rules, shall be subject to the penalties set out in the Tariff and/or such other fines and sanctions as may be issued by the Authority pursuant to its current policies and procedures that may be revised from time to time or as otherwise determined. The Authority may levy fines and issue sanctions against any entities or persons (including contractors and sub-developers) who the Authority considers are in breach of these Free Zone Rules or who otherwise cause nuisance, disturbance or disruption to the community in the Free Zone. The Authority reserves the right to issue such fines and sanctions for such behavior or activity following reasonable warning, even if such behavior or activity is not specifically prohibited by any of the Authority's current published policies.
10. All Licensees/ Business Operating Permit holders may only conduct such activities as are authorized by the terms of their License/ Business Operating Permit.



11. In conducting the business activities, a Licensee/ Business Operating Permit holder may obtain goods and services from entities licensed by other authorities in the UAE.
12. The Authority shall maintain a Register or registers of Licenses (including Business Operating Permits) granted under these Free Zone Rules and such Register may be held in electronic form or in any other permanent manner. The information in the Register shall include the names and addresses of Licensees/ Business Operating Permit holders, and such other particulars, including any restrictions or conditions imposed by the Authority from time to time.



- 11.4 comply with all applicable rules, regulations, notices and practices of the Free Zone, including these Free Zone Rules.
12. Licenses shall be renewed no later than 30 days after expiry of the current License. Failure to do so will result in a fine or penalty as set out by the Authority from time to time. If the License is not renewed all immigration visas (employee visas and dependents visas) issued under the License must be cancelled or transferred and employee cards returned to the Authority. Individuals whose visas are not cancelled or transferred will be reported immediately as absconding. In addition to settlement of any outstanding dues to the Authority, the non- renewal of a License would also invalidate the Lease and the Licensee would need to comply and settle all outstanding operational issues related to the Lease.
13. The Authority must be notified immediately, and within a maximum time of 30 days or such other time as allowed by the Authority, of any changes which impact upon the accuracy of a License (including but not limited to change of address, telephone numbers, shareholders, manager, the authorized signatory or the business activity). A written notice specifying such change must be submitted to the Authority together with the appropriate fee and a request to the Authority to issue an updated License.
14. Hotel License: No Hotel in the Free Zone may be operated unless it is duly licensed and classified by the DTCM in accordance with the DTCM rules and regulations from time to time. Each Hotel is required to comply with all laws, regulations, directives, policies and procedures laid down by DTCM. Any breach by a Hotel of such requirements will constitute a breach of these Free Zone Rules
15. Food, Beverage and Retail Outlets in a Hotel : Where a Hotel maintains and operates within its premises separate Outlets, such Outlets are not required to obtain a separate license under the terms of these Free Zone Rules provided such Outlets are owned and managed by the Hotel. For the avoidance of doubt, any other outlet and/or retail service premises and/or services must obtain a separate license under these Free Zone Rules.

## 7. Specific Requirement - Business Operating Permit

1. This section is applicable only to Business Operating Permit holders and not to Licensees.
2. Business Operating Permits are issued to entities already licensed by the DED which want to obtain a Lease and operate in the Free Zone.
3. An application for a Business Operating Permit shall be made to the Authority in such form and manner as the Authority may require, describe the type of activity proposed to be carried on, which shall be as per the license granted by the DED, contain, or be accompanied by, such other information or particulars, verified in such manner, as the Authority may require; and be accompanied by such fees as may be prescribed by the Authority from time to time.
4. A Business Operating Permit is valid for one year. To qualify for, retain and renew a Business Operating Permit, the applicant must satisfy each of the following:
  - 4.1. hold a valid DED license;
  - 4.2. hold a valid Lease as per Rule 9;
  - 4.3. pay in full all fees and dues;
  - 4.4. comply with Federal and/or Municipal legislation applicable in the Free Zone;
  - 4.5. comply with all applicable rules, regulations, notices and practices of the Free Zone, including these Free Zone Rules unless explicitly stated otherwise; and
  - 4.6. abide by UAE local laws including all laws and regulations of the Dubai Municipality and the DED.
5. Business Operating Permit holders will be required to follow the DED's rules and regulations in addition to the applicable rules and regulations issued by the Authority, including these Free Zone Rules, and will be subject to fees, penalties and any other charges issued by the DED and the Authority applicable to them.
6. Business Operating Permit holders will continue to be subject to all government fees in line with the relevant decrees/laws that are applicable to specific businesses operated by Business Operating Permit holders.
7. The activity on a Business Operating Permit may be amended by the Business Operating Permit holder by applying to the Authority to add new activities or remove existing activities. The decision on the application will be made by the Authority at its discretion. The activities on the Business Operating Permit shall be in line with the activities on the license granted by the DED.
8. A Business Operating Permit holder shall not carry out an activity in the Free Zone other than the activity appearing on the Business Operating Permit.
9. Business Operating Permits shall be renewed no later than 30 days after expiry. Failure to do so will result in a fine or penalty as set out by the Authority from time to time.

## 8. Cancellation, Revocation or Suspension

1. The Authority may, if it thinks fit, by 30 days prior written notice (the **Notice Period**), revoke or cancel or suspend a License/ Business Operating Permit for a specified period if a Licensee/ Business Operating Permit holder:
  - 1.1 is found to have provided inaccurate or misleading information regarding its business or operations;
  - 1.2 has engaged in any activity that it is not authorized to do by virtue of its License/ Business Operating Permit;
  - 1.3 has acted or is acting in breach of, or in a manner which is contrary to, the terms of these Free Zone Rules, all other applicable Rules within the Free Zone or any Dubai or Federal Laws;
  - 1.4 has violated one or more provisions of the Rules or a condition of its License/ Business Operating Permit;
  - 1.5 has or is behaving in a manner which shows a disregard to these Free Zone Rules, the Authority or any applicable laws;
  - 1.6 if the Licensee / Business Operating Permit holder has not begun to carry on the business to which its License / Business Operating Permit relates within sixty (60) days of its issue or within such other period as may be specified by the Authority;
  - 1.7 has not submitted the requisite Application or renewal documents;
  - 1.8 has not paid any fees, rent, levies, fines, service or other charges set out in the Tariff when due and payable to the Authority;
  - 1.9 has been issued an order of a court; or
  - 1.10 is or has acted in a manner which the Authority believes is detrimental or prejudicial to the reputation and interests of the Authority, the Free Zone or the interests of any other Licensee or the general public.
2. If a License/ Business Operating Permit is cancelled or revoked:
  - 2.1 all outstanding matters relating to that License / Business Operating Permit (including but not limited to payment of outstanding dues) must be settled immediately. No refunds of fees or any items paid according to the Tariff will be made for cancellations or revocations.
  - 2.2 all immigration visas (employees and their dependents) issued under the License must be cancelled or transferred and ID cards returned to the Authority. Individuals whose visas are not cancelled or transferred shall be reported immediately as absconding.
  - 2.3 the Lease shall be invalidated and the Licensee / Business Operating Permit holder shall comply and settle all outstanding operational issues related to the Lease.
3. If the matters referred in Rule 8.1 above are cured within the Notice Period, the Authority at its sole discretion may not initiate revocation or cancellation or suspension.

## 9. Free Zone Leases

### 1. Leases

- 1.1. All applications for a License or Business Operating Permit must be made in conjunction with an application for a Lease of office space or commercial unit including but not limited to retail outlets, shops and the like within the Free Zone.
- 1.2. Licensees/Business Operating Permit holders holding a Lease must ensure that their space is fitted out in accordance with the specifications of the Relevant Authority and is physically functional within such time as may be agreed from the commencement date of their License/Business Operating Permit.
- 1.3. The rent and all other charges and terms and conditions will be as specified in the Lease agreement.

### 2. Sub-Leases

- 2.1. A Licensee/Business Operating Permit holder who has Leased Premises may Sub-Lease the Premises to another Licensee/Business Operating Permit holder, subject to the written approval of the Authority which shall be issued at its sole discretion. In considering a request to Sub-Lease, the Authority will require that all of the following are satisfied:
  - (a) the Sub-Lessor is in possession of a valid Lease for the Premises that are to be Sub-Leased;
  - (b) the Sub-Lessee shall possess a License / Business Operating Permit for its activities and shall be carrying on its business in conformity with these Free Zone Rules;
  - (c) the Premises leased by the Sub-Lessor are sufficient and appropriate for the activities of the Sub-Lessee, without jeopardizing or in any way creating any hazards for its own operations; and
  - (d) the Sub-Lessor undertakes to be fully responsible for the activities of the Sub-Lessee as far as the terms and conditions of the Lease agreement are concerned.
- 2.2. Where the Authority approves a Sub-Lease in writing, the Sub-Lessor shall be jointly and severally liable and responsible, along with the Sub-Lessee, for an act or omission of the Sub-Lessee, which act or omission is contrary to law or the rules, regulations and practices of the Authority, or which result in loss, damage, harm, liability or nuisance to another Licensee/ Business Operating Permit holder or to the Authority.
- 2.3. If the Authority approves a Sub-Lease, the Sub-Lessor shall be responsible for all dues on the Lease.

### 3. Cancellation and Termination of Leases

In the event of the termination, discontinuance or invalidity of the Lease, a Licensee/Business Operating Permit holder shall by or before the date of such termination settle all outstanding operational issues, including financial, in liaison with the Authority. The License / Business Operating Permit shall be cancelled and the provisions of Rule 8 shall apply.

## 10. Insurance – Free Zone License

1. This section is applicable only to Licensees and not to Business Operating Permit holders.
2. Third Party and Public Liability
  - 2.1. All Licensees must hold and maintain a valid Third Party Liability (or Public Liability) Insurance policy in respect of their business operations in accordance with limits advised by the Authority as set out below:
    - AED 500,000 for up to 19 Employees and
    - AED 1,000,000 for 20 Employees or above.
  - 2.2. The Authority can request for a copy of the Third Party Liability Insurance policy or certificate in accordance with this Rule 10.2.
  - 2.3. The stated value may be revised by the Authority through notification.
  - 2.4. The insurance cover shall be for a single occurrence, and there should be no limit in the policy as to the number of occurrences.
3. Workmen's Compensation Insurance
  - 3.1. All Licensees must hold and maintain a valid Workmen's Compensation insurance policy to cover permanent injury/disability and all related medical expenses in accordance with the Labour Law and these Free Zone Rules.
  - 3.2. The Authority can request for a copy of the Workmen's Compensation Insurance policy or certificate in accordance with this Rule 10.3.

## 11. Employee Affairs – Free Zone License

### 1. General rules

- 1.1. This Rule 11 does not apply to Business Operating Permit holders. All Employee affairs related to Business Operating Permit holders are governed by the DNRD and Ministry of Labour.
- 1.2. The Free Zone Department will be responsible for providing employment related services to the Licensee. Such services include, without limitation, the processing of entry permits, employee visa services, work permits and other matters concerning employees. Request for employment related services must be made in writing by the Licensee's authorized signatory in the form and manner specified by the Free Zone Department from time to time.
- 1.3. A Licensee shall execute an Employment Agreement with every Employee that it employs in accordance with the Labour Law.
- 1.4. An Employee of a Licensee may not work outside the Free Zone without the written approval by the Authority and any other concerned authority having jurisdiction over such matters in the place where the Employee intends to work.
- 1.5. An Employee of a Licensee must not work inside the Free Zone until they have been provided with an ID card and a residency or the same has been applied for.
- 1.6. Licensee would be eligible for visa quotas based on the area of space leased as prescribed by the Authority from time to time.

### 2. Sponsorship by Licensee:

All Licensees will be issued with an "Establishment Card" by the DNRD which will allow the Licensees to apply for different immigration services from the DNRD. The fee for the Establishment Card will be as per the Tariff. The Free Zone Department will apply for the Establishment Card on behalf of the Licensee once the Licensee has been issued with a valid registration and License. The Free Zone Department will, upon request, arrange for procurement of entry permits and residence visas for Employees and, if applicable, their dependents on behalf of all Licensees'.

### 3. Sponsorship by Authority

- 3.1. The Authority may, at its sole and absolute discretion, be a sponsor of staff to be engaged to work for a Licensee in the Free Zone.
- 3.2. Where the Authority stands as the sponsor for Licensees' Employees such sponsorship will not confer any obligation of an employer on the Authority. The Licensee will, at all times, remain the employer of all Sponsored Employees and will be primarily responsible for the payment of wages, benefits and all other obligations and duties owed to the Sponsored Employees under the terms of the Employment Agreement or at law. The Authority will not be liable to a Licensee under any circumstances for any act, default or omission on the part of a Sponsored Employee.
- 3.3. A Licensee wishing to take advantage of this facility will be required to sign an SA with the Authority. The SA shall lay down the conditions under which the Authority will act as sponsor for a Sponsored Employee.
- 3.4. A Sponsored Employee is only allowed to work in the Free Zone. However there may be occasions when a Licensee requires a Sponsored Employee to work temporarily outside the Free Zone on a temporary basis (e.g. installation, repair, or maintenance of specialist equipment) in which case the Authority's prior approval is required and should not be contrary to the laws and any regulations applicable to the place of work.
- 3.5. A Sponsored Employee is only allowed to work with the Licensee with whom the Sponsored Employee is seconded to. Under no circumstances shall a Sponsored Employee work for a Licensee other than a Licensee to whom the Sponsored Employee is seconded, be it during free time or holidays. A Licensee shall not recruit, employ or make use of an Employee employed under an Employment Agreement by another Licensee.
- 3.6. Where a Sponsored Employee loses employment with a Licensee, the Authority will not continue to sponsor such Employee.



3.7. All unused entry permits (visit, transit, employment) needs to be returned to the Authority for cancellation when the Authority ceases to sponsor a Sponsored Employee, or when the purpose of such permit is satisfied, whichever earlier.

#### **4. Non-Sponsored Employees**

A Licensee may employ a person who is not sponsored by themselves or by the Authority, either temporarily or permanently, provided that certain conditions are fulfilled. Such employment is permitted for the following persons:

- (a) a GCC national;
- (b) a person sponsored by parents, spouse, etc.;
- (c) a person employed on a temporary basis for a parent company registered in the UAE;
- (d) a person employed on a temporary basis, where the Employee is sponsored by a company which is part of the same group company as the Licensee;
- (e) a person employed by another entity having a no-objection from his/her sponsor; and
- (f) any other person permitted by the Authority

The Authority shall perform a security check on Non-Sponsored Employees. Non-Sponsored Employees must acquire the appropriate ID card (work permit) from the Authority before working in the Free Zone.

#### **5. ID Cards**

Each employee working either on a permanent or temporary basis will be issued an ID card, which provides a unique identification for the Authority. The ID card serves as a permit to work within the boundaries of the Free Zone and is the source of identification in lieu of the Employee's passport. If an ID card is lost, then a replacement needs be issued as per the procedures and fees prescribed by the Authority.

#### **6. Wage Protection System (WPS)**

The Licensee is waived from registering in the WPS. However, the Licensee is required to provide a quarterly declaration to the Authority stating the details of its Employees and that the payment of salaries has been made by the Licensee without fail. The declaration should be submitted within one month after the quarter end to the Authority, failing which the Licensee will be liable to pay penalties in accordance with the Tariff.

A Licensee is required to keep satisfactory evidence of payment of dues to its Employees including certified copies of certificates of payment. A Licensee shall have available for inspection such certified copies of the certificate of payment.

#### **7. Resolving Labour Disputes**

In the first instance, the Authority shall attempt to amicably resolve a labour dispute arising between a Licensee and an Employee. Where a resolution is not reached the Authority shall transfer the matter to the Dubai Courts if it is requested by one of the parties.

#### **8. Absconding Employees**

An Employee unexplainably absent for a period more than seven (7) continuous calendar days shall be deemed to be an absconding Employee. In such event:

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

## 12. Inspection of Premises

### 1. General

- 1.1. The Authority or its nominated agent(s) may enter into the Premises of a Licensee / Business Operating Permit holder to conduct inspections without prior notice, to monitor compliance with these Free Zone Rules. However, consideration may be given, as appropriate and according to urgency, so that the potential for disturbance or disruption to business is minimized.
- 1.2. Inspections shall only be carried out by local and federal authorities, the Authority or any other authorities specifically authorized to inspect the Premises. Inspection by any other person or organization is strictly prohibited, unless prior approval of the Authority is obtained. A Licensee/ Business Operating Permit holder being approached by any other party for inspection or information should notify the Authority immediately.
- 1.3. The Authority's inspection or entering the Premises may be for any reason including but not limited to:
  - (a) ensure compliance with these Free Zone Rules and other regulations and requirements of the Authority;
  - (b) to examine any work to which, in the opinion of the Authority, the provisions of the Free Zone Rules apply;
  - (c) examine any process causing the discharge of any noxious or offensive substance;
  - (d) apply tests, take samples, conduct experiments and generally make enquiries as deemed necessary or proper for confirming compliance with relevant HSE and/or Free Zone Rules;
  - (e) confirm that employment rules are being complied with;
  - (f) if the Authority has reason to suspect that there is a serious breach of the terms & conditions of its License(s)/ Business Operating Permit, Lease or any provisions of these Free Zones Rules; and
  - (g) in the event of fire or flood or any other matter which presents an actual or suspected threat to the safety and security of the Free Zone or any person or property within the Free Zone.
- 1.4. A Licensee/ Business Operating Permit holder must extend, and ensure that their officers extend, all such cooperation and assistance as the Authority's authorized agents or employees may require to properly perform their duties in relation to any entry inspection, examination and testing in pursuit of the representative's duties under these Free Zone Rules.
- 1.5. Neither the Authority nor its authorized agents or employees shall be held liable for any loss or damage resulting from the proper performance of their duties.

## 13. Goods and Products

### 1. General

- 1.1. The Licensee/ Business Operating Permit holder may only import, export and trade in authorized goods in accordance with the commercial activities applicable to its License/ Business Operating Permit. The import of goods into and the export of goods from the Free Zone will be, at all times, subject to the notices, policies and procedures of Customs and the Common Customs Law of the GCC States. No goods may move in or out of the Free Zone without proper customs declaration and approval.
- 1.2. Marketing products in the mainland UAE:
  - 1.2.1. A Licensee shall not carry out business in mainland UAE without being licensed by the appropriate authority.
  - 1.2.2. A Licensee may however advertise goods or services in mainland UAE. A Licensee may also have its goods distributed in mainland UAE by appointing a licensed distributor and ensuring compliance with rules, regulations and procedures of Customs.
  - 1.2.3. The restriction in Rule 13 sub-paragraph 1.2.1 above does not apply to trade exhibitions, which are approved by the Relevant Authority. Under such appropriate approval a Licensee may sell its goods and/or services at such exhibitions in the same way as any other foreign company may.
  - 1.2.4. A Business Operating Permit holder shall comply with DED and other Relevant Authority laws and regulations for marketing products in mainland UAE.

### 2. Required Approvals

- 2.1. A Licensee/ Business Operating Permit holder engaged in the import, export, transportation and storage of certain types of goods described in this Rule 13 should apply first to the Authority for a letter of no-objection. Such letter of no-objection must then be presented to the concerned Governmental Authority for approval of the relevant activity.

#### 2.2. Storage and Handling

Goods brought into the Free Zone must be unloaded from the means of transportation and properly stored as soon as reasonably practicable. Goods may not be stored outside of the Premises (whether in containers, on pallets or otherwise) without the prior written approval of the Authority. Any such approval, if granted, will be for a temporary period only and will be subject to applicable fees and charges.

#### 2.3. Restricted Goods

It is prohibited to import, store or transport any items in the Free Zone which are classified as Restricted Goods without the prior written approval of the Authority and the concerned Governmental Authority.

A Licensee/ Business Operating Permit holder wishing to import, store or transport any items which are classified as Restricted Goods must first submit an application to the Authority for a letter of non-objection.

#### 2.4. Prohibited Goods

It is prohibited to import, store or transport any items in the Free Zone which are classified as Prohibited Goods. Customs have the power to detain anyone suspected to have committed or attempted to have committed an offence of smuggling or the acquisition, storage or transportation of Prohibited Goods.

Additionally, the Prohibited Goods and any means of concealment or transportation of the Prohibited Goods will also be subject to seizure by Customs. Offences will be prosecuted to the full extent of the applicable law.

#### 2.5. Dangerous Goods

All persons and entities in the Free Zone that are involved in the movement or handling of cargoes of hazardous materials or Dangerous Goods must comply with and should clearly understand all laws and regulations, in particular but not limited to, UAE Federal Law 24 of 1999 concerning the Protection

and Development of the Environment, the Code of Practice for the Management of Dangerous Goods in the Emirate of Dubai and Technical Guidelines No. 46 concerning the Clearance of Dangerous Goods and No. 61 concerning the Development of Emergency Response Procedures for Accidents Involving Dangerous Goods.

A Licensee/ Business Operating Permit holder wishing to import, store or transport any items which are classified as hazardous materials or Dangerous Goods must first submit an application to the Authority for a letter of non-objection.

#### **2.6. Pharmaceuticals and Medical Goods**

A Licensee/ Business Operating Permit holder wishing to import, store or transport any pharmaceutical products or medical goods must first submit an application to the Authority for a letter of no-objection.

All pharmaceutical products or medical goods must be inspected and certified fit for the purpose by the Ministry of Health.

#### **2.7. Food and Beverages**

A Licensee/ Business Operating Permit holder wishing to import, store or transport food or beverages must first submit an application to the Authority for a letter of no-objection.

All food or beverage products must be inspected and certified fit for the purpose by the Dubai Municipality.

#### **2.8. Alcohol**

A Licensee/ Business Operating Permit holder wishing to import and store alcohol in the Free Zone for re-export outside of the UAE or for import into mainland UAE must first apply to the Authority for a letter of no-objection and then obtain formal approvals from both Dubai Police and Dubai Customs.

#### **2.9. Other Prohibited Goods**

It is prohibited to import, store or transport any items in the Free Zone which fall under the definition of Other Prohibited Goods.

#### **2.10. Direct Retail/Marketing**

No Licensee may market or sell their products directly in the mainland UAE (except through authorized trade exhibitions). However, potential customers may view the products within the Free Zone. A Licensee who wants to market products directly in the mainland UAE must do so through a properly authorized and locally registered distributor/retailer.

### **3. Customs**

3.1. A Licensee/ Business Operating Permit holder engaging in trading activities, by import of goods into the Free Zone or export of goods from the Free Zone, is required to have a code and 'representation card' from Customs in order to present before the Customs.

3.2. A Licensee/ Business Operating Permit holder shall abide by rules, regulations and practices of Customs, as may be amended.

## 14. Health, Safety and Environment

### 1. General

- 1.1. All Licensees/ Business Operating Permit holders or persons (including contractors) working or operating within the Free Zone must comply with the rules, regulations and guidelines set out by the Dubai Civil Defense and Dubai Municipality.
- 1.2. All Licensees / Business Operating Permit holders are required to provide the Authority details of an authorized person that may be contacted at any time during and outside of business hours, in the event of any fire, flood or other HSE emergency. Such contact will be the general manager unless any other authorized individual is communicated.
- 1.3. Paved ground in front and behind of corridors between offices of buildings and open areas between Premises, are not to be used for placement or storage of equipment, waste, or other items.
- 1.4. Cooking is not permitted in the Premises except in those place designed for cooking of foods.
- 1.5. A Licensee / Business Operating Permit holder must ensure that its Employees directly involved in processing or packaging edible or health products (e.g., pharmaceutical, cosmetics, etc.), have a valid authorization from the Relevant Authority which they must keep readily available for inspection on request by the Authority.

### 2. Reporting of accidents or serious illnesses

- 2.1. In addition to contacting the relevant public emergency service, in the event of an Employee suffering contagious/serious illness or emergency medical condition or an accident/ incident/ fire within the Free Zone, it shall be the Licensee / Business Operating Permit holder's responsibility to immediately report the same to the Free Zone emergency control room as well.

### 3. Domestic waste

- 3.1. A Licensee / Business Operating Permit holder shall be responsible to contact a domestic waste clearing company authorized by the Authority for regular disposal of the domestic waste generated by and within the Premises.
- 3.2. Dubai Municipality may provide municipal water and waste disposal services to Hotels in the Free Zone. The fees to be paid by a Hotel for water and waste disposal services will be determined by Dubai Municipality and be paid directly by the Hotel.

### 4. Domestic sewage

- 4.1. Buildings, including ready built Premises, will be connected to the sewage system wherever it is operational in the Free Zone.

### 5. Disposal of hazardous waste

- 5.1. Dubai Municipality is the controller of waste disposal sites in the Emirate of Dubai and it has its own local order and technical guidelines which all Licensees / Business Operating Permit holders must adhere to. A Licensee / Business Operating Permit holders shall be aware of such orders, guidelines and rules in order to fulfill such requirements. The orders, guidelines and rules can be obtained from Dubai Municipality.

### 6. Public health levy

- 6.1. The Authority attaches great importance to matters concerning public health, safety and environment and expects the Licensee/ Business Permit holder to attach the same degree of importance to such matters.

### 7. Fire protection, fire prevention and fire/emergency control

- 7.1. A Licensee/ Business Operating Permit holders shall cooperate and comply with fire protection, fire prevention and fire/emergency control preventive and fire control measures as stipulated by the Relevant Authority.
- 7.2. Dubai Civil Defense or any other Relevant Authority is authorized to take full control of a fire-fighting situation. Where there is reasonable justification, fire-fighting personnel are authorized to make a forced entry into the Premises. Such reasonable justification includes but is not limited to where fire-fighting personnel have reasonable suspicion of a fire and the Premises are unmanned, unguarded, closed or locked, or where failure to do so could result in significant loss. Dubai Civil Defense and the Authority shall not be liable for loss that may be caused to the Premises due to fire.

## 15. Violations of Free Zone Rules

### 1. General

- 1.1. Ignorance of the Free Zone Rules or the terms of the License/ Business Operating Permit shall not be a defense for lack of compliance thereof.
- 1.2. All those committing violations deemed by the Authority as serious will be automatically subject to a fine as specified in the Tariff and/or suspension or revocation of License/ Business Operating Permit and de-registration.
- 1.3. Where an offence is not explicitly covered in the Tariff then the Authority may levy an appropriate fine or penalty that is commensurate with the severity of the offence and the level of loss, damage and/or inconvenience caused by the offence. The payment of any fine or penalty shall be in addition to and not in substitution of any civil and/or criminal penalties that may apply.
- 1.4. The Authority reserves the right to impose additional sanctions that it may deem fit, and reserves its right to refer any violation to a court of law.
- 1.5. The Authority reserves the right to ban the entry or exit of the staff and/or goods of Licensees/ Business Operating Permit holders who fail to remedy violations of any Free Zone rules and regulations. Once imposed, the ban will not be lifted until the violation has been rectified.
- 1.6. The Authority reserves the right to disconnect electricity and water supply to the Premises in the event that any accounts payable to the Authority or its subsidiaries or to Dubai Electricity and Water Authority are not paid within the prescribed period. A re-connection charge will be payable before the supply is restored.
- 1.7. In the event of failing to remedy the violation, following any additional warnings, the Authority reserves the right to re-possess the Premises, or take any action it deems necessary.
- 1.8. The violations include but are not limited to:
  - a) Carrying out activities other than those appearing on the relevant License / Business Operating Permit without the approval of the Authority;
  - b) Employee related violations;
  - c) Non-compliance with the applicable HSE regulations;
  - d) Entry to the Free Zone without appropriate authorizations; and
  - e) Failing to cooperate with the Authority during an inspection.

## 16. Traffic Affairs

### 1. General

- 1.1. The roads in the Free Zone are treated as public roads. A driver or operator of a vehicle or equipment must be in possession of a valid license issued by the Roads and Transport Authority (RTA) and any other competent authority, and suitable for the class of vehicle or equipment being driven or operated. Vehicles shall only be parked in designated public parking or in the Leased area; violators may incur fines.
- 1.2. Vehicles and mobile equipment such as forklift trucks, including those whose operations are confined to the Licensee / Business Operating Permit holder's Premises, need to be properly licensed by the RTA before they are put into use. Operators and drivers of such vehicles and equipment must be in possession of a valid driving license issued by the RTA suitable for the class of vehicles being driven.
- 1.3. No roads, walkways or pathways (or any part thereof) within the Free Zone may be sealed off, obstructed, restricted or excavated without the express written authorization of the Authority. Any person found to be in violation of this Rule 16 will be subject to a penalty as set out in the Tariff and will also be liable to pay all costs and expenses incurred by the Authority in rectifying any damage sustained due to such violation.

## 17. Security

1. The Authority's nominated agency may be tasked with providing security in the Free Zone and for authorizing movement of vehicles and personnel into and out of the Free Zone. In the event of fire, theft, or other violations of security, the Licensee / Business Operating Permit holder shall notify the nominated agency. Where required the nominated agency may notify or involve the Dubai Police.
2. A Licensee/ Business Operating Permit holder is required to provide written details of a contact person to the nominated agency in order to facilitate fast responses in the event of fire, burglary or other incident.
3. For a serious traffic violation occurring within the Free Zone, the nominated agency shall notify the Dubai Police for them to take appropriate action.
4. Traffic accidents, incidents or violations shall be reported to the nominated agency's control room.
5. **Security Guards**
  - 5.1. The Authority may provide security guards at designated areas throughout the Free Zone but has no obligation or liability with respect to Premises.
  - 5.2. All security guards engaged by a Licensee / Business Operating Permit holder must be properly licensed by the Department of Protective Systems (Dubai Police) trained and experienced and be provided with a means of communication to raise an alarm or report emergency incidents.
  - 5.3. Security guards must be engaged under a service contract with a provider registered with the Authority.



## 18. Dispute Resolution

1. Any dispute or objection (**Dispute**) arising from the Authority's application of these Free Zone Rules and/or any other rules and regulations issued by the Authority including the levying of any fine or issuance of any sanction may, at the written request of the disputing party, be raised with any committee established by the Authority for dealing with such Dispute from time to time (**Committee**).
2. In making its decision regarding any such Dispute, the Committee will apply the Free Zone policy and procedures as issued from time to time. The disputing party agrees it will be bound by the decision of the Committee.
3. Nothing contained in these Free Zone Rules shall prevent a party to a contract with the Authority or the Authority itself from seeking a judgment in the appropriate forum set out in that contract.
4. Nothing contained in these Free Zone Rules shall prevent the Authority from taking action through competent courts to enforce these Free Zone Rules or any part thereof against any person.

## 19. Miscellaneous

### 1. Suits and actions against the Authority

- 1.1. No suit or action shall lie against the Authority or any person acting on its behalf in respect of anything done or omitted to be done in their official capacity in good faith.
- 1.2. The Authority or any person acting on its behalf shall not be required to prosecute, defend or take part in any proceedings outside the jurisdiction of the courts of the Emirate of Dubai and if it does it shall be indemnified by or on behalf of the person who wishes the Authority to act against any judgment, order or costs that may be awarded against him by deed, guarantee or deposit, as it may require.

### 2. Rules and implementing regulations:

Without prejudice to the specific powers in these Free Zone Rules to prescribe matters or issue implementing regulations and notwithstanding the absence of such powers, the Authority may make implementing regulations from time to time to prescribe any matter to be prescribed under these Free Zone Rules or for the better carrying out of these Free Zone Rules including by amending or supplementing these Free Zone Rules.

### 3. Conflicts with Federal and Dubai Laws

These Free Zone Rules have been issued in compliance with the Federal laws of the UAE and the laws, rules and regulations of the Emirate of Dubai. Where any provisions in these Free Zone Rules conflict with any provisions in the UAE Federal laws or the Dubai laws rules and regulations as applicable to the Free Zone, the provisions of the UAE Federal laws and the Dubai laws, rules and regulations applicable to the Free Zone shall prevail over the provisions of these Free Zone Rules.

### 4. Applications to court

- 4.1. Any application to the courts of the Emirate of Dubai under these Free Zone Rules shall be made in the manner prescribed by the courts of the Emirate of Dubai.
- 4.2. An application may in the first place be heard when the court of the Emirate of Dubai may direct that the proceedings shall be served on such persons, if any, as it shall think fit.

### 5. Power to enforce

Orders made by a court under these Free Zone Rules may be enforced by the Authority as orders made in an action pending therein.

### 6. Publication of information and advice

The Authority may publish information or give advice in such form and manner as it considers appropriate with respect to:

- 6.1 the operation of these Free Zone Rules;
- 6.2 codes of practice made or issued under these Free Zone Rules;
- 6.3 the rights and duties of the Licensees/ Business Permit holders;
- 6.4 the steps to be taken for enforcing those rights or complying with those duties; and
- 6.5 any other matters deemed appropriate by the Authority.

## 20. Tariffs

See attached table at Appendix 1