

Licence Number

NEA190495/6762R/R06

Date of Expiry

08/01/2021

The licence is issued to

MIRADOR BUILDING CONTRACTOR PTE LTD

to carry on a

CLEANING BUSINESS

at the registered address

123 TYRWHITT ROAD

SINGAPORE 207549

for Director Development Control and Licensing Department

LICENCE ISSUED UNDER SECTION 80G OF THE ENVIRONMENTAL PUBLIC HEALTH ACT (CAP 95) THE LICENCE IS ISSUED SUBJECT TO THE CONDITIONS STATED OVERLEAF.

MIRADOR BUILDING CONTRACTOR PTE LTD			Receipt No.	:	CIMS-20190297
123 TYRWHITT ROAD			Payment Mode	:	AXS
SINGAPORE 207549			Cheque No.	:	NA
			Issuing Bank	:	NA
			Payment Date	:	25/06/2019
Type Of Licence	:	Cleaning Business Licence	Licence Fee	:	\$ 130.00
Licence No.	:	NEA190495/6762R/R06			
Validity Period	:	12 Months			
Expiry Date	:	08/01/2021			

TERMS AND CONDITIONS OF LICENCE

- 1. The licence is issued in accordance with and subject to the Environmental Public Health Act (Chapter 95) and the Regulations, and shall remain valid for the duration of licence, unless cancelled prior thereto by the Director-General in accordance with the Act or Regulations, or the conditions herein.
- 2. Unless stated otherwise or the context otherwise requires, all terms shall have the same meanings as used in the Act and the Regulations.
- 3. This licence is issued on condition that the licensee takes all actions, fulfils all requirements listed under **Addendum A** to these terms and conditions, and does all things required to be done (including the obtaining of any necessary consents from the relevant government authorities and other relevant parties), in order to enable it to lawfully enter into, perform and comply with its obligations under this licence.
- 4. Subject to Part IXA of the Environmental Public Health Act (Chapter 95), the Director-General may at any time, impose, add to, or vary such other conditions on a cleaning business licence as he thinks fit.
- 5. If a licensee fails to comply with any condition of its cleaning business licence, the Director-General may revoke or suspend the cleaning business licence, impose directions or restrictions on the licensee's cleaning business, or impose a financial penalty up to \$5,000.
- 6. Subject to Part IXA of the Environmental Public Health Act (Chapter 95), the licence shall be liable to suspension or revocation at any time without compensation by the Director-General, including but not limited to the following:
 - a) Upon breach of any directions or restriction or conditions imposed by the Director-General;
 b) Upon contravention of any of the provisions or requirements under Part IXA of the Environmental Public Health Act (Chapter 95) or the Regulations made thereunder or Part III of the Employment Act relating to the payment of salary:
 - of salary;
 c) Upon conviction of any offence under Part IXA of the Environmental Public Health Act (Chapter 95) or Part III of the Employment Act relating to the payment of salary.
- 7. Licensees must notify NEA of any change to:
 - a) information contained in the licence application (for the grant or renewal of a cleaning business licence) or any document accompanying the licence application;
 - b) particulars of any progressive wage plan submitted by the licensee; or
 - c) information the licensee submitted to NEA for the purposes of the licensee's application for the grant or renewal of its cleaning business licence.

no later than 14 days after the date of the change.

- 8. The Commissioner for Labour may, from time to time, vary the order specifying the wage levels for the purposes of the progressive wage plan and contract of service for different classes of cleaners. Licensees will have to ensure that the wage levels stated in the cleaners' employment contracts are no less than the wage levels specified in the prevailing order by the Commissioner for Labour.
- 9. The renewal of the licence shall be at the discretion of the Director-General, subject to the powers of the Director-General stated in paragraph 4 to impose other conditions as he thinks fit.
- 10. This licence is not transferable except with the prior written approval of the Director-General.
- 11. Any person who carries on a cleaning business in Singapore without a cleaning business licence that is in force, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 12 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$1,000 for every day or part thereof during which the offence continues after conviction.
- 12. Any person who submits a false document or makes a statement which is false or misleading in any material particular shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 and, in the case of a second or subsequent conviction, to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 3 months or to both.

CONDITIONS OF CLEANING BUSINESS LICENCE

- 1. The holder of a cleaning business licence (referred to as a licensee) must keep all of the following records in relation to the licensee's cleaning business:
 - a) a copy of every cleaning contract entered into (on or after 1st April 2014), including contracts that have not started and contracts completed 12 months before the date of licence application;
 - b) accounts of the cleaning business;
 - c) a copy of the contract of service entered into (whether before, on or after 1st April 2014) between licensee and every cleaner who is employed:
 - i) as at the date of licence application; or
 - ii) after the date of licence application, including any amendment, variation or addition to the contract of service;
 - d) pay records of every cleaner employed, in respect of payments made to the cleaner on or after 1st April 2014.
- 2. The licensee shall retain the records stated above for a period of 7 years:
 - a) After expiry of cleaning contract concerned;
 - b) After the end of the period to which the accounts relate;
 - c) After the end of employment of the cleaner to whom the records relate;
 - d) After the date on which the payment concerned was made.
- 3. The licensee must keep training records for each cleaner (for as long as the cleaner is employed by the licensee) containing all of the following particulars:
 - a) cleaner's name;
 - b) cleaner's date of birth;
 - c) cleaner's NRIC number, Foreign Identification number or work permit number (as applicable);
 - courses and training modules (including name and course code) that the cleaner has attended on or after 1st April 2014 during his employment with the licensee;
 - e) name of the training provider of each course and training module;
 - f) date and results of any assessment that the cleaner has taken on or after 1st April 2014 during his employment with the licensee.
- 4. At the point of licence application and throughout the licence period, at least 50% of the cleaners must be trained in any module under the Environmental Cleaning (EC) Workforce Skills Qualifications (WSQ) framework or the Institute of Technical Education (ITE) Skills Certificate course in Housekeeping Operations (Healthcare).
 - At the point of licence renewal and throughout the licence period, 100% of the cleaners are to be trained;
 - Does not include cleaners who are employed for less than 3 months as at the date of licence application or licence renewal.
- 5. The licensee shall enter into a contract of service (i.e. employment contract) in writing for every cleaner the licensee employs.

- 6. For every contract of service entered into between the licensee and a cleaner who is a citizen or permanent resident of Singapore, the contract must:
 - a) provide for a basic wage that is <u>not less</u> than the amount specified in the order by the Commissioner for Labour, for the class of cleaners to which that cleaner belongs; and
 - b) be consistent with the progressive wage plan.
- 7. The licensee must issue, at least once every month but no later than 7 days after the last day of that month, a pay slip in respect of that month to each cleaner the licensee employs.
- 8. Every pay slip must contain all of the following particulars relating to any payment received by the cleaner from the licensee:
 - a) name of the cleaner;
 - b) name of the licensee;
 - c) date or dates on which the payment was made to the cleaner;
 - d) commencement and end dates of each salary period within the month in which the payment was made to the cleaner;
 - e) details of the payment (including the nature and amount of the payment) to the cleaner in relation to:
 - basic salary (not including any allowance, any payment for overtime work and any other additional payment) paid in respect of each salary period;
 - ii) in the case where the cleaner did not work for the whole duration of a salary period, the number of days that the cleaner actually worked within that salary period;
 - iii) any allowance (including shift allowance, food allowance and transport allowance) paid in respect of each salary period;
 - iv) any other payment (including bonus, rest day pay, public holiday pay and payment for overtime work) in respect of each salary period;
 - v) any deduction made by the licensee in respect of each salary period; and
 - vi) the net amount paid in respect of each salary period, such net amount being the aggregate of the amounts in sub-paragraphs (i), (iii) and (iv) after deducting any deduction referred to in sub-paragraph (v).
- 9. For licensees without any cleaning contract prior to licence application, the licensee must have **at all times** at least one officer or employee who has:
 - a) no less than 2 years of practical experience in supervising cleaning work; or
 - b) has been trained in <u>all</u> of the following training modules under the WSQ Advanced Certificate in Environmental Cleaning:
 - i) "Supervise service operations";
 - ii) "Demonstrate and apply understanding of cleaning methods and processes".
- 10. Licensees must not engage unlicensed cleaning businesses to provide cleaning work on premises or any public places that are not owned, occupied or managed by the licensee.