

Terms and Conditions

Companies

- 1.1.** All Licence holders should only practice their approved activities, to avoid legal action that may be taken against those who breach this condition.
- 1.2.** All licence Fees and visa charges should be paid by cheque, bank transfer or Cash.
- 1.3.** Penalty of AED 500/- will be charged in the event of bounced cheque.
- 1.4.** All Companies have to open a UAE Bank account.
- 1.5.** At the time of licence registration or renewal, Companies may choose their licence validity from one to three years, by paying the related fees. However, the renewal fees once paid will not be refunded.
- 1.6.** Companies may opt for urgent licence processing by paying additional fees.
- 1.7.** Certain nationalities have to undergo security pre-approval before processing licence application. Potential company owners and person incharge have to communicate their nationalities and place of birth to ascertain whether pre-approval is mandatory. However, a successful pre-approval is no guarantee for establishment card and visa issuance, as these matters are at the sole discretion of Fujairah Immigration, and as such, timelines and issuance are not under the control of the Media Free zone.
- 1.8.** For new and renewal applications, the client should provide a document summarizing the business activities of the company, signed by the owner / person incharge.
- 1.9.** The legal status of company with single individual owner is FZE (Free zone Establishment), and the liability of such a company is unlimited. Legal status of multiple individual owners or corporate owner(s) is FZ LLC (Free zone Limited Liability Company), and its liability is limited to the capital invested in the company by each owner.
- 1.10.** All licence holders should renew their license upon expiry.
- 1.11.** Thirty days' grace period will be allowed from licence expiry date in order to renew or request cancelation of the License. However, clients are advised to submit all requirements for licence renewal or cancellation processing at least fifteen working days before end of the licence grace period.
- 1.12.** If the licence is not renewed or cancelled within the stipulated time, a fine of 200/- AED per month will be imposed. Additionally, if the licence has establishment card, penalty of 1,100/- will be charged 29 days after establishment card expiry, and 100/-AED for every month thereafter.
- 1.13.** After 90 days of license expiry date, Creative City has the right to take any legal action and request settlement of penalties, relating to the licence and visas issued under the company.
- 1.14.** All licence holders can settle any legal situation with Creative City by paying a penalty of 5,000/- AED for each visa under the company in addition to the renewal fees or the cancellation fees.

Signature: _____

Date: _____

- 1.15. The licence holder has the right to cancel a licence at any time after fulfilling all the requirements of licence cancellation, including the cancellation fees and return of original company documents, and if applicable, board resolution, licence / establishment card / visa penalties, visa cancellation and company bank account closure.
- 1.16. All original company documents issued by Creative City must be returned at the time of licence cancellation, failing which, a police report for the lost documents must be furnished.
- 1.17. Creative City will provide replacement for lost or misplaced original documents
- 1.18. Creative City has the right to cease all services to client temporarily if there is any outstanding or overdue payment.
- 1.19. Creative City is not obliged to refund any amount of the Licence fee paid if establishment card has been rejected by the Immigration Department. However, subject to Management approval, a licence fee refund may be processed by deducting a minimum of 10% administration charges, after receipt of client request for refund.
- 1.20. Refund requests will not be entertained if 3 months have lapsed from date of trade licence issue.
- 1.21. Companies do not have the right to open an actual office outside Creative City unless an official application is submitted to Creative City to open a branch office, subject to approval from the Media Free zone Authority, as well as the relevant Government or non-government departments. The Companies have no right to have private line, P.O. Box, address, etc. without the approval of Creative City.
- 1.22. All companies can request to amend the Licence by adding, removing, replacing activities, shareholders, authorized signatory, changing the company name or upgrading licence package.
- 1.23. There will be no downgrade for all packages such as Baby Business, Freelancer Company options.
- 1.24. Any amendment to the company name should be published in any UAE newspaper mentioning the previous company name, new company name, license number and reason for change. Licencee must also apply for Letter of Consent from the bank.
- 1.25. Companies must intimate any change in contact details, passport, of owners and person incharge to the free zone without delay for updating the company records.
- 1.26. Requirements for processing licence, visa, etc., are subject to change and the Free Zone Management reserves the right to request for any extra documents it may deem necessary, as and when required.

Visas

- 2.1. Rules and regulations related to visas and residency are subject to change from time to time by the Media Free Zone and Fujairah Immigration.
- 2.2. The residence visas which are issued from Creative City have a 3-year validity, and it is the company's responsibility to ensure that all their visa-holders have valid residence visa and to ensure that their employment visas are renewed or cancelled before expiry.
- 2.3. Creative City is not responsible for paying any overstay fines which may accumulate as a result of delays in visa approval, etc.

Signature: _____

Date: _____

- 2.4. Creative City is not responsible for any rejected Visa application by the Immigration Department.
- 2.5. Companies may opt for urgent visa processing by paying additional fees. However, visa processing timelines are subject to Immigration procedures.
- 2.6. If a visa is rejected from Immigration for security reasons, Creative City may refund the visa fees less the normal administrative costs incurred. The Media Free zone is not obliged to refund any amount of the Visa fee paid if visa is rejected / discontinued for any other reason.
- 2.7. If the person incharge or last visa holder of the company wishes to cancel their visa, the company has to pay a cancellation fee DEPOSIT in order to process the visa cancellation. This amount will be utilized as licence cancellation fee at the time client intimates to Creative City his wish to cancel the licence. Any additional cancellation fee or penalty incurred at the time of actual cancellation request must be paid by the client.
- 2.8. No company under Creative City is allowed to exceed the number of Visas allocated to their licence. Subject to certain requirements, Creative City may allow a limited number of additional Visas.
- 2.9. Creative City has the right to report owners of violating companies as absconding and cancel their visas.
- 2.10. Creative City will consider any complaints from any employee of any company, investigate the complaint and do whatever is necessary to resolve the problem.
- 2.11. All licence holders have to settle their financial obligations towards their employees (salaries, allowances, vacations, etc.) according to the Employment Agreement which has been signed by both parties and in line with the laws of United Arab Emirates.
- 2.12. Companies are not allowed to request to ban their employees' visas without providing legitimate reasons.
- 2.13. Creative City is not obliged to apply for visas of employees' family / relatives.
- 2.14. Companies under Creative City are not allowed to apply for employment Visas for any person who will not be working for the company. In this case, the company will be held responsible for any legal and administrative action and fines.
- 2.15. Residence visa becomes invalid if visa-holder stays out of the UAE for more than six consecutive months.

Note:

- Companies must only provide accurate and valid information to the Media Free zone at all times, failing which they can be liable for prosecution.
- Rules, procedures, timelines and costs are subject to change without notice.

Signature: _____

Date: _____