

Frequently asked questions (FAQs)

DIFC Employment Law

Question

Answer

If my employer is based in the DIFC, what law would be applicable for purposes of my employment?

The DIFC Employment Law (DIFC Law No. 2 of 2019, as amended) and the DIFC Employment Regulations 2020 apply to individuals employed by way of an employment contract who are based within, or ordinarily working in or from the Dubai International Financial Centre (“DIFC”) or if the individuals employment contract is stated to be subject to the laws of the DIFC Employment Law.

In addition to the DIFC Employment Law, contractual terms are also important. Nothing in the DIFC Employment Law prevents an employer from providing in their employment agreement terms that are more favourable to an employee than those required by the DIFC Employment Law; and the employee would thus have the benefit of more preferential contractual terms.

If I am on a secondment in the DIFC, will the DIFC Employment Law apply?

Secondees are individuals holding a valid secondment card issued by the DIFC Authority, and who work for employers in the DIFC whilst employed by an entity outside of the DIFC. Secondees will be subject to certain (but not all) provisions of the DIFC Employment Law, but are exempt from a number of provisions of the DIFC Employment Law and may also be subject to the laws that govern their employment contract.

If my employer is not based in the DIFC, will the DIFC Employment Law apply?

Typically, no. However, this will depend on the individual factual circumstances, as the DIFC Employment Law may still apply to an employee who is employed by an entity which has a place of business in the DIFC and has either agreed in their employment contract for the employee to be subject to the DIFC Employment Law or if the employee is based within, or ordinarily works in or from the DIFC.

Am I entitled to a written employment contract?

Yes, an employee is entitled to a written employment contract, in English, within seven (7) days of starting their employment. The DIFC Employment Law also specifies what details must be included in the contract, for example, the party names, start date, remuneration, job title, hours, days of work, etc.

In any event, where an employment contract is not agreed in writing for some reason, an employee’s employment in the DIFC would still be governed by the provisions of the DIFC Employment Law.

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Question	Answer
<p>What is the difference between a limited contract and unlimited contract?</p>	<p>Limited term contracts are set for a specific fixed term period, while unlimited term contracts are open ended and do not specify an end date.</p> <p>An employment contract shall specify whether it is for an undefined duration or a fixed-term period. If it is for a fixed-term period, it must also include the termination date.</p> <p>Where either party may terminate the fixed term under an employment agreement (sometimes with one month of notice), the Courts may regard such an agreement as an unlimited term contract.</p>
<p>What is the difference between part-time, short-term, and full-time employees?</p>	<p>Short-term employment is a period of service that does not exceed a total of 30 days over a 12-months' period. Short-term employees are excluded from certain provisions of the DIFC Employment Law, including leave allowances, notice periods, and monthly contributions provisions for the DIFC Employee Workplace Saving ("DEWS") plan.</p> <p>A part-time employee is an employee whose employment contract either states that they work less than eight (8) working hours per workday (including any rest, nursing or prayer breaks), or less than five (5) work days per work week. Part-time employees have a right to annual leave, maternity leave, paternity leave, special leave and sick leave on a pro-rata basis (meaning that the amounts will be calculated based on the number of days worked by employee).</p> <p>The term "full-time employee" is not defined; however, is generally understood to be an employee who is not a part-time employee.</p>
<p>Is my employer required to provide me with pay slips?</p>	<p>Employees (except for short-term employees) are entitled to receive written pay slips for each pay period. Each pay slip is to include the remuneration payable, any deductions, and the purpose of any deduction.</p>
<p>Is my employer required to provide me with health insurance?</p>	<p>Yes, employers are required to obtain and maintain health insurance for their employees, as is required by the Dubai health insurance law.</p>
<p>Can my dependents seek health insurance coverage from my employer?</p>	<p>Employers do not have a legal obligation to provide health insurance for dependents, however an employment contract may include provisions for a dependent's insurance cover.</p>

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Question	Answer
<p>What can I do if my employer has failed to provide me with an employment visa and/or medical insurance?</p>	<p>Employers are obliged to obtain and maintain, at the employer’s own cost, the requisite sponsorship documentation (including UAE and DIFC identity documentation), which specifically includes visas. An employer may be liable to a maximum fine of USD 2,000 if it fails to comply with this obligation. Additionally, an employer who fails to provide health insurance to their employees may also be liable to a maximum fine of USD 2,000.</p> <p>If your employer has failed to provide you with an employment visa and/or medical insurance, contact the DIFC Authority, who will be able to provide general advice on the steps to take.</p> <p>You may wish to file a claim in the Small Claims Tribunal (“SCT”) by submitting a SCT Claim Form (Form P53/01) to the Registry. The form is available on the Courts’ website: www.difccourts.ae. Once filed, the SCT will then serve the claim form on the defendant.</p>
<p>What are the maximum weekly working hours?</p>	<p>The maximum is an average of 48 hours per seven-day week. This can be waived if the employer has obtained the employee’s consent in writing. An employee is also entitled to a minimum of one rest day a week.</p> <p>During the holy month of Ramadan, Muslim employees have reduced working hours, and shall not be required to work over six (6) hours a day. These reduced working hours are not applicable for non-Muslim employees.</p>
<p>What are the laws regarding overtime?</p>	<p>There are no express overtime provisions in the DIFC Employment Law; however, as above, the maximum weekly working hours is an average of 48 hours per seven-day week, which can be waived if the employer has obtained the employee’s consent in writing. This waiver may, for example, be included in an employment contract.</p>
<p>Am I entitled to overtime pay?</p>	<p>There is no statutory entitlement to overtime pay in the DIFC Employment Law, however an employment contract or internal company policy may include entitlement for overtime pay.</p> <p>Without sufficient evidence to determine that an employee is entitled to overtime (i.e. a contractual entitlement), the Court would likely dismiss a claim of overtime.</p>
<p>Am I entitled to payment of tips?</p>	<p>There are no express provisions for payment of tips in the DIFC Employment Law; however, an entitlement for this may be captured within an employment contract or internal company policy.</p>

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Question	Answer
<p>Am I entitled to rest breaks?</p>	<p>Employees are entitled to a rest and prayer break of at least one (1) hour during a workday that exceeds six (6) hours.</p> <p>Employees are also entitled to a rest break of not less than 11 consecutive hours in each 24-hour period.</p> <p>Female employees returning from maternity leave whose workday exceeds six (6) hours are entitled to nursing breaks of at least one (1) hour in total for a period of six (6) months from the date of childbirth.</p>
<p>Can my employer claim expenses incurred for my visa application and recruitment costs?</p>	<p>No, employers are not permitted to recover (whether directly or indirectly) any costs or expenses associated with sponsorship documentation or visas. An employer may be fined up to USD 2,000 for breaching this provision.</p>
<p>Can my employer claim training costs if I leave the company?</p>	<p>This depends on whether you resign from a company, when you resign, and whether this was agreed in writing under the employment agreement. If the employee terminates their employment for any reason other than termination for cause within six months from their start date, the employer may, if contractually agreed, recover such reasonable costs or expenses which were directly incurred in the course of recruiting the employee and are supported by proof of payment. Training costs typically fall within this.</p>
<p>Am I entitled to an annual flight ticket?</p>	<p>This is not an entitlement under the DIFC Employment Law; however, this may be a specific term in an employment contract.</p>
<p>Is my employer entitled to withhold my passport?</p>	<p>Employers are not permitted to retain the passport or other original personal documents of an employee. An employer may be fined up to USD 2,000 for breaching this provision.</p>

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Question	Answer
<p>Am I entitled to end of service gratuity payment? If so, how is it calculated?</p>	<p>From February 1, 2020, employers must enroll their eligible employees with a qualifying contribution scheme, being either:</p> <ul style="list-style-type: none"> • the DIFC Employee Workplace Saving (“DEWS”) plan; or • a qualifying alternative scheme. <p>This scheme has replaced the statutory end-of-service gratuity scheme that was previously in place. However, if an employee was employed by their employer prior to the February 1, 2020, and has continuous service, they may still have some accrued end of service gratuity in relation to their employment prior to the February 1, 2020, (depending on whether they elected to transfer this into the pension scheme).</p> <p>Under the DEWS scheme, employers must pay monthly:</p> <ul style="list-style-type: none"> • 5.83% of an employee’s monthly basic wage for the first 5 years of service; and • 8.33% of an employee’s monthly basic wage for each additional year of service. <p>An employee may choose to make additional voluntary contributions.</p> <ul style="list-style-type: none"> • leave their funds in the invested in the DEWS scheme, but cannot make further contributions; or • cash out with no penalty.
<p>Am I entitled to a pension scheme?</p>	<p>Yes (if you are not a short-term employee or secondee) – see above.</p>
<p>Can my employer reduce my pay without my consent?</p>	<p>Employers are not permitted to reduce remuneration without the consent of the employee. Whilst there were specific provisions that allowed this for a limited period of time by reason of the COVID-19 pandemic, these are no longer in force.</p>
<p>What is a basic salary?</p>	<p>Basic salary is the salary payable to an employee under an employment contract, excluding any allowance, such as housing, travel, education, social and entertainment benefits, or other additional payment.</p>
<p>Are allowances, commission or bonuses included in my basic salary?</p>	<p>No, the basic salary excludes allowances and additional payments, such as bonuses, grants, or commissions.</p>

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Question	Answer
<p>What is the maximum period of time my employer can put me on probation? Can this period be extended?</p>	<p>A probationary period must not exceed six months. However, if an employee is on a fixed-term contract of six (6) months or less, the probationary period must not exceed half the term of the contract.</p>
<p>Am I entitled to payment in lieu of public holidays?</p>	<p>If an employee agrees to work on a public holiday, they are entitled to receive their daily wage, as well as either:</p> <ul style="list-style-type: none"> • a day of leave in lieu of each public holiday worked; • payment of an amount equal to the employee's daily wage for the public holiday worked; or • payment of a pro-rated amount of the employee's daily wage based on the time worked during the public holiday. <p>Further enhanced terms may be provided under the employment contract.</p>
<p>How many days of annual leave am I entitled to in a year?</p>	<p>After 90 days of employment, an employee is entitled to 20 working days annual leave each year (or such greater period as may be provided under an employment contract).</p> <p>Employees in their first year of employment will accrue annual leave on a monthly basis at the rate of one-twelfth of the employee's annual entitlement to annual leave.</p> <p>Further enhanced terms may be provided under the employment contract.</p>
<p>How is my annual leave calculated?</p>	<p>Annual leave is separate to any national or public holidays. See above for how this is calculated.</p>
<p>Can I carry over my annual leave to next year?</p>	<p>An employee is entitled to carry over five (5) vacation days into the following year for a maximum period of 12 months, after which any unused vacation shall expire. However, if agreed between the employer and employee, an employee can carry over additional days.</p>
<p>Will my employer pay me my untaken annual leave or do I have to utilise the leave before my employment ends?</p>	<p>Ordinarily, an employee cannot request payment in lieu of their annual leave.</p> <p>However, where employment is terminated, the employee is entitled to receive remuneration in respect of accrued but unused annual leave days.</p>

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Question	Answer
Can I take time off work to look for a new job during office hours?	No.
Am I entitled to ante-natal care during office hours?	<p>Pregnant employees, or those whose wife is pregnant, and who have, on the advice of a registered medical practitioner, made an appointment to receive ante-natal care, are entitled to take reasonable time off to attend such appointments, subject to providing their employer with reasonable notice. Their employer may also request a certificate and written confirmation from the medical practitioner.</p> <p>With reasonable notice, an employee who plans to adopt a child is entitled to take up to eight (8) hours off to attend the adoption proceedings. The employer may request for evidence of the adoption proceedings.</p> <p>Further enhanced terms may be provided under the employment contract.</p>
Am I entitled to receive a reference letter from my employer? What are the minimum requirements for a reference letter?	Employers are not legally required to provide a reference letter to employees.
What is the retirement age in the DIFC?	There is no statutory retirement age under the DIFC Employment Law.
Am I entitled to reduced working hours during Ramadan?	During the holy month of Ramadan, Muslim employees have reduced working hours, and shall not be required to work over six (6) hours a day, with no reduction in pay. These reduced working hours are not applicable for non-Muslim employees.
Am I entitled to perform the Hajj pilgrimage?	Muslim employees who have completed at least one year of continuous service are entitled to special unpaid leave of up to 21 days to perform the Hajj pilgrimage. This can only be taken once during the employee's employment with a particular employer.

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Am I eligible for maternity/paternity leave? Will I be paid during my maternity/paternity leave?

Maternity leave

Female employees are entitled to 65 working days of maternity leave, provided that the employee has:

- completed 12 months of continuous service prior to the expected week of childbirth;
- provided written notification of her pregnancy at least eight (8) weeks prior to the expected week of childbirth;
- provided a certificate from a medical practitioner confirming the expected or actual birth date; and
- notified her employer in writing at least 21 days prior to the day on which the employee proposes to begin the maternity leave.

This also applies to female employees who are adopting a child under five (5) years old.

Maternity leave pay is calculated at 100% of the employee's daily wage for the first 33 working days and 50% of the employee's daily wage for the next 32 working days.

Paternity leave

Male employees are also entitled to up to five (5) working days of paternity leave, provided that the employee has:

- completed 12 months of continuous service prior to the actual or expected week of childbirth; and
- notified his employer in writing of his wife's pregnancy, at least eight (8) weeks prior to the expected week of childbirth.

This also applies to male employees who are adopting a child under five (5) years old.

Paternity leave pay is calculated at 100% of the employee's daily wage for the five (5) working days.

Further enhanced terms may be provided under the employment contract.

Question	Answer
<p>If I no longer want to work in the DIFC, and I want to return to my home country. Am I eligible for repatriation?</p>	<p>Whilst repatriation benefits are not prescribed in the DIFC Employment Law, there is an obligation on the employer to repatriate an employee in certain circumstances which is contained in the Personnel Sponsorship Agreement between the employer and the DIFC Authority. Clause 4.5 states that "unless an Employee obtains a new residence and work permit within thirty (30) Days from the date of termination of his Employment Contract, the Employer shall apply immediately to DIFCA for the cancellation of the residence and work permit and provide the Employee with an air ticket for a single trip to the country of origin of the Employee, and shall take all reasonable steps to ensure that the Employee leaves the UAE."</p>
<p>Can my employer extend my employment visa until I have found a new job?</p>	<p>No. Upon termination of an employee, employers must cancel the employee's visa as soon as reasonably practicable, and within 30 days from the termination date. The termination date is the final date of employment (after completion of the notice period, even if an employee is paid in lieu of the notice period – they are paid for the period of notice, instead of having to work during this time). An employer may be fined up to USD 2,000 for failing to cancel an employee's residency visa.</p>
<p>Am I entitled to sick leave?</p>	<p>Employees are entitled to a maximum of 60 days' sick leave per year.</p> <p>Where an employee takes in excess of 60 working days' sick leave in a 12-month period, an employer is entitled to terminate that employee.</p> <p>Further enhanced terms may be provided under the employment contract.</p>
<p>Do I have to provide my employer with a sick leave medical certificate?</p>	<p>If required by an employer, an employee must provide a sick leave certificate for the duration of the absence. The certificate must be issued by a medical practitioner registered with a competent authority. The employment contract may specify certain requirements in respect of medical certificates.</p>

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Question	Answer
<p>Am I entitled to sick pay?</p>	<p>Employees are entitled to sick pay as follows:</p> <ul style="list-style-type: none"> • the first 10 workdays of sick leave at full pay; • the subsequent 20 workdays paid at half of the employee's daily wage; and • the final 30 workdays without pay. <p>To be entitled to sick pay, an employee must notify the employer of their absence as soon as reasonably practicable on the first day, and once every three (3) days thereafter.</p> <p>However, the employment contract may specify certain requirements in respect of notification and may provide for enhanced terms.</p>
<p>Are restrictive covenants contained within an employment contract enforceable in the DIFC?</p>	<p>This would depend on the specific terms of the clause/s contained within the employment contract. Factors such as duration, scope, and geographical area, as well as whether the restrictive covenant is reasonably necessary to protect the employer's legitimate business interests, are typically considered when assessing enforceability.</p>
<p>Is there a concept of discrimination within the DIFC?</p>	<p>Yes, the DIFC Employment Law has specific provisions which prohibit discrimination and harassment in the workplace.</p> <p>Discrimination includes treating an employee less favourably, applying practices that are discriminatory, and/or if there is unwanted conduct that intimidates or degrades an employee. These circumstances will only be discriminatory if they are in relation to a protected characteristic.</p>
<p>What are the protected characteristics within the DIFC?</p>	<p>Employers are prohibited from discriminating against an employee on the grounds of sex, marital status, race, nationality, age, pregnancy and maternity, religion, and mental or physical disability. These are called "protected characteristics".</p>
<p>What should I do if I am facing discrimination at the workplace?</p>	<p>Document the discrimination (including dates and times of the incidents) and report the incident(s) to the appropriate persons, such as your manager or HR department.</p> <p>If the matter cannot be resolved, the employee may bring a claim in the DIFC Courts Court of First within six (6) months of the date of the discriminatory act.</p>

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Question	Answer
<p>How can I resign/ terminate from my job?</p>	<p>Where an employee is not employed under a fixed term contract, and is not in their probationary period, they may give written notice to terminate their employment without cause, provided that they have complied with the minimum notice requirements set out below (or any greater notice period which may be contained in their employment contract):</p> <ul style="list-style-type: none"> • For employees with less than three (3) months' service, seven (7) days; • For employees with three (3) months or more service but less than five (5) years' service, 30 days; and • For employees with five (5) years or more service, 90 days. <p>An employer and employee may agree to a longer or shorter period of notice or may agree to the notice being waived. Payments cannot be made in lieu of notice unless this is agreed between the employer and an employee in a settlement agreement.</p> <p>An employee may also terminate for cause, with immediate effect</p>
<p>What is treated as the 'termination date'?</p>	<p>This will depend on the nature of the employment contract:</p> <ul style="list-style-type: none"> • for termination with notice, the date the notice period expires; • for termination without notice, the date on which the termination takes effect; • for fixed term contracts, the date on which the term expires (unless there is an earlier termination); and • for secondments, the earlier of the cancellation of the secondment card by the DIFC Authority or the date of expiry of the secondment card.
<p>After resignation/ termination from my job, when can I expect to receive payment of my final dues?</p>	<p>Within 14 days of the termination date.</p>

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Question	Answer
<p>What should I do if my employer fails to pay my final dues?</p>	<p>You may file a claim in the DIFC Courts for any outstanding payments following termination. Such a claim must be made within six (6) months of the employee's termination date. Employee's may also be entitled to a penalty payment equal to the employee's daily wage for each day the employer is in arrears of its payment obligations. You can also visit the DIFC Courts Pro Bono Programme Clinic for guidance on your rights and the process for filing a claim.</p>
<p>What are the minimum requirements for notice periods?</p>	<p>For termination without cause, the minimum notice requirements for employees who are not on probation are:</p> <ul style="list-style-type: none"> • For employees with less than three (3) months' service, seven (7) days; • For employees with three (3) months or more service but less five (5) years' service, 30 days; and • For employees with five (5) years or more service, 90 days subject to any longer notice period which have been agreed in the employment contract. <p>On termination, an employer and employee may however agree to a longer or shorter period of notice or may agree to the notice being waived.</p>
<p>Do I need to serve a notice period during my probation?</p>	<p>If an employment contract is terminated during probation, the employee is not required to serve a notice period (unless a notice period applicable to the probationary period is contained in the employment contract). During probation, either party can terminate the employment contract without notice (unless the contract specifies otherwise).</p>
<p>If my employer tells me to not attend work during my notice period, will I still be paid?</p>	<p>An employer may require an employee not to attend work or undertake their duties during all or part of their notice period. This is often referred to as garden leave. An employer is still required to pay an employee during garden leave if the employer has requested that the employee does not attend work.</p> <p>Making a payment in lieu of notice is only permitted if agreed between the parties.</p>
<p>What is termination for cause?</p>	<p>Termination for cause is where either the employer or employee reasonably terminates the employment agreement as a result of the conduct of the other party.</p>

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Question	Answer
Am I entitled to reasons for my dismissal?	An employee may request a written statement of the reasons for their termination for cause within 30 days of the termination date. The employer must provide the written statement, with sufficient detail to understand the termination, within 14 days of the request.
What happens to my staff accommodation if my employment is terminated?	There is no obligation under the DIFC Employment Law for employers to continue providing staff accommodation after termination. Your employment contract, however, may have specific terms regarding entitlement to housing.
What if I injure myself at work? What can I do?	You should report any injury to your employer. If this is not resolved to your satisfaction, you can make a claim in the DIFC Courts either during your employment, or within six (6) months after your termination. If such an injury, or death, arises in the course of employment and as a result of the employer's negligence, an employee may be entitled to damages of up to two (2) years' annual wage, as determined by the Courts.
Can my employer impose an immigration ban on me in the DIFC?	An immigration ban is a travel ban and can be differentiated from a labour ban, which will not have any such effect on an individual's ability to travel. An employer can only apply to have an immigration ban imposed on an employee (i.e. restricting the employee from leaving or entering the country) in limited circumstances (e.g. criminal conduct), and through applying through the relevant channels.
How can I lift an absconding claim filed against me?	<p>If you are not able to resolve this amicably with your employer, contact the DIFC Authority. You may wish to file a claim in the Small Claims Tribunal (SCT) by submitting a SCT Claim Form (Form P53/01) to the Registry, seeking to have the absconding case withdrawn.</p> <p>The form is available on the Courts' website: www.difccourts.ae. Once filed, the SCT will then serve the claim form on the defendant.</p>
What are the requirements for visa cancellation within the DIFC?	<p>The process for visa cancellation within the DIFC depends on whether the employee is inside or outside the UAE, and is set out in the DIFC Government Services Office Client Handbook located at the following link: https://www.difc.ae/files/9614/7618/2621/GSO_Client_Handbook_and_Fees_-_Employee_Services_2016.pdf.</p> <p>A dependent's visa who is under the sponsorship of the employee, should be cancelled prior to cancelling the employee's visa.</p>

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Question	Answer
<p>What should I do if my employer fails to cancel my visa?</p>	<p>An employer and employee must cooperate to ensure an employee's UAE residency visa is cancelled as soon as reasonably practicable following the termination, and by no later than 30 days after the termination date. An employer may be fined up to USD 2,000 for failing to comply with this requirement.</p> <p>If your employer fails to cancel your visa, contact the DIFC Authority. You may wish to file a claim in the SCT by submitting a SCT Claim Form (Form P53/01) to the Registry, seeking to have your visa cancelled.</p> <p>The form is available on the Courts' website: www.difccourts.ae. Once filed, the SCT will then serve the claim form on the defendant.</p>
<p>What should I do if my employer is withholding my passport?</p>	<p>Employers are not permitted to retain the passport or other original personal documents of an employee. An employer may be fined up to USD 2,000 for breaching this provision.</p> <p>If your employer is withholding your passport and this cannot be resolved with your employer, contact the DIFC Authority. You may wish to file a claim in the Small Claims Tribunal (SCT) by submitting a SCT Claim Form (Form P53/01) to the Registry.</p> <p>The form is available on the Courts' website: www.difccourts.ae. Once filed, the SCT will then serve the claim form on the defendant.</p>
<p>What is the DIFC Courts?</p>	<p>The DIFC Courts is an independent common law judiciary, operating in English in accordance with the provisions of the DIFC laws and regulations, and based in the DIFC. The DIFC Courts has jurisdiction over commercial and civil disputes. It does not have jurisdiction over criminal matters, which are referred to the appropriate external authority. The DIFC Courts deals exclusively with cases and claims arising out of the DIFC and its operations, and any other claims in which all parties agree in writing to use the DIFC Courts.</p>

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Question	Answer
<p>What is the difference between the Small Claims Tribunal (the “SCT”) and the Court of First Instance (the “CFI”)?</p>	<p>The DIFC Courts is comprised of the Small Claims Tribunal (the “SCT”), the Court of First Instance (the “CFI”), and the Court of Appeal (“CA”).</p> <p>The primary difference between these is the value and nature of claims that can be brought before them.</p> <p>The SCT has jurisdiction to hear claims which:</p> <ul style="list-style-type: none"> • do not exceed AED 500,000; • employment claims which exceed AED 500,000, where all parties have agreed in writing for the matter to be heard by the SCT; • non-employment claims which do not exceed AED 1,000,000, where all parties have agreed in writing for the matter to be heard by the SCT; and • such other claims as may be ordered or directed by the Chief Justice to be heard by the SCT. <p>Before the SCT, parties should not be represented by a lawyer.</p> <p>Disputes that do not fit into the above will be suitable for the CFI, and legal.</p>
<p>How can I file a claim against my former employer?</p>	<p>Applications can be made through the Courts’ e-Registry – an online filing secure platform. Please see the tab titled “Forms” for guidance and for the relevant forms.</p>
<p>What are the court fees for filing a claim?</p>	<p>For information about filing fees in the DIFC Courts, please click the following link: https://www.difccourts.ae/about/fees.</p>
<p>Is there a timeframe to file my claim with the court?</p>	<p>An employment claim must be made within six (6) months of the employee’s termination date or within six (6) months of the event being complained of. However, this may be extended at the Courts’ discretion in circumstances of discrimination and/or victimisation.</p>

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Question

Answer

What are the advantages of bringing a claim with the Small Claims Tribunal (SCT)?

The SCT offers:

- fast resolution - an average of 90% of cases have been settled within four (4) weeks;
- private and confidential proceedings without the presence of lawyers;
- reduced costs – trained mediators help both parties to sum up a dispute and to highlight what is important to them to reach a settlement; and
- hearings take place without lawyers in a private, informal setting, leading to more amicable – even friendly – resolution of disputes. With the emphasis on settlement, many disputes are decided early in the process, maximising the possibility of maintaining a good relationship.

How quickly can I obtain a judgment in the SCT?

Usually within a matter of weeks.

What language do the DIFC Courts operate in?

The DIFC Courts operate in the English language. All hearings are conducted in English and all documents must be submitted in English.

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