

Licencing Rules & Regulations

Companies

- 1.1. Certain nationalities have to undergo security pre-approval before processing licence application. Potential company owners and person in charge have to communicate their nationalities and place of birth to ascertain whether pre-approval is mandatory prior to licence application. 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 Creative City Media Free Zone Authority, hereinafter called as "Creative City"
- 1.2. The legal status of company with single individual owner is FZE or FZ LLE (Free zone Establishment / Free Zone Limited Liability Establishment), and the liability of such a company is limited. Legal status of multiple individual owners or corporate owner(s) is FZ LLC (Free zone Limited Liability Company), and its liability is also limited, to the capital invested in the company by each owner.
- 1.3. 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 Authority, as well as the relevant Government or non-government departments. The Companies have no right to avail private line, P.O. Box, address, etc. without the approval of Creative City.
- 1.4. At the time of license registration or renewal, Companies may choose their license validity from one to three years, by paying the related fees. However, the renewal fees once paid will not be refunded.
- 1.5. In compliance with UAE Cabinet Decision No. (58) of 2020 (as in link below) :

<https://creativecity.ae/Downloads/CabinetResolution58-2020RegulatingBeneficialOwnerprocedures.pdf>

all license holders are required to submit Ultimate Beneficial Owner (UBO) declaration online at <http://sys.ccfz.ae/ubo> at the time of company license registration.

Failure to submit the UBO declaration will result in penalties in accordance to the UAE Cabinet Decision No (53) of 2021 (as in link below) :

(<https://creativecity.ae/Downloads/CabinetResolutionNo53of2021ConcerningtheAdministrationPenaltiesEN.pdf>)

- 1.6. In compliance with UAE Cabinet Decision No. (20) 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organizations, all entities with below activities are instructed to register on the goAML portal of the Ministry of Economy UAE

Real Estate brokers and agents (also including Commercial agent, real estate consultancy / management, real estate purchase and sale brokerage)

Company Service Providers- Refer :-

https://creativecity.ae/Downloads/Activity_Description.PDF Auditors and Accountants

Law Firms

- 1.7. Companies must intimate any change in contact details, passport of owners and person in charge to the free zone without delay for updating the company records in compliance with UBO and goAML requirements and in accordance with the applicability.
- 1.8. For new, and activity amendment applications, the client should provide a document summarizing the business activities of the company, signed by the owner / person in charge.
- 1.9. All Licence holders should only practice their approved activities, to avoid legal action that may be taken against those who breach this condition.

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- 1.10.** All licence, visa, other fees should be paid by bank transfer / ATM deposit / cheque / card (POS) ONLY. Cash payments are no longer entertained.
- 1.11.** Penalty of AED 500/- will be charged in the event of bounced cheque
- 1.12.** All Companies have to open a UAE Bank account.
- 1.13.** All licence holders should renew their license upon expiry.
- 1.14.** Clients are advised to submit all requirements for licence renewal or cancellation processing well before licence expiry, since Creative City cannot process any service request from the company, if license validity is less than 30 days.
- 1.15.** 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 1,200/- will be charged 28 days after establishment card expiry, and 100/-AED for every month thereafter.
- 1.16.** Creative City reserves the right to cease all services to client if there is any outstanding or overdue payment.
- 1.17.** Refund of licence incorporation fee, after deduction of 10% administration charges, and subject to receipt of clients' request for refund, may be processed by Creative City Fujairah, in the event of pre-approval / establishment card rejection from Immigration Department for security reasons.
- 1.18.** Refund requests will not be entertained if 3 months have lapsed from date of trade licence issue.
- 1.19.** All companies can request to amend the Licence by adding, removing, replacing activities, shareholders, authorized signatory, changing the company name or upgrading licence package, subject to payment of applicable fees.
- 1.20.** An amendment to company name should be published in any UAE newspaper mentioning the previous company name, new company name, license number and reason for change. Licence must also apply for Letter of Consent from the bank.
- 1.21.** 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.
- 1.22.** 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, company vehicle registration transfer or cancellation.
- 1.23.** 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.
- 1.24.** Creative City will provide replacement for lost or misplaced original documents upon production of police certificate and payment of applicable fees
- 1.25.** 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 Creative City and Fujairah Immigration.
- 2.2.** The residence visas which are issued from Creative City have a 2-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

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or cancelled before expiry. Penalty of AED 5000/- has to be paid by the licence holder for each such case of visas under the company, in addition to the renewal fees or the cancellation fees.

- 2.3. Creative City is not responsible for paying any overstay fines which may accumulate as a result of delays in visa approval, etc.
- 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 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 attested by Creative City and in line with the labour 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 180 consecutive days.

Note:

Companies must only provide accurate and valid information to Creative City at all times, failing which they can be liable for prosecution.

Rules, procedures, timelines and costs are subject to change without notice.

Declaration by the Applicant:

I hereby declare that I have read and understood licencing rules and regulations of Creative City and agree to abide by all Creative City's rules and regulations.

Company Name: _____

Date: _____

Signature: _____