

**A Guide for Reimbursement
of Operating Expenses
for Members of the Legislative Council**

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A Guide for Reimbursement of Operating Expenses for Members of the Legislative Council

(Effective from 12 October 2005,
subject to adjustment in reimbursement rates on 1 October
in accordance with paragraph 88)

Introduction

Members of the Legislative Council (LegCo) are provided with reimbursements to cover expenses arising out of their LegCo duties. Different reimbursable amounts and conditions are applicable to different types of expenses. They are detailed below —

- (a) office operation (paragraphs— 11 - 34);
- (b) entertainment and travelling (paragraphs— 35 - 42);
- (c) postage (paragraph 43);
- (d) setting up (paragraphs— 44 - 46);
- (e) information technology and communication equipment (paragraphs— 47 - 49); and
- (f) winding up (paragraphs— 50 - 59).

2. General principles of the reimbursement system and the mechanism for revision of the reimbursable amounts are detailed in paragraphs 60 to 87 and 88 respectively.

3. Annual compliance audits are conducted (paragraph 89).

4. Members may apply for advance of operating funds to finance those expenses classified under (a), (b), (d) and (e) in paragraph 1 above. The detailed procedures are set out in paragraphs 90 to 94.

Guiding Principles

5. A Member or his/her relatives must not have any direct or indirect financial interest in, or be able to derive financial benefits from, any transaction against which reimbursement is claimed.

6. A Member should refrain from any transaction from which he himself/she herself, his/her relatives or business associates may be perceived to have benefited.

7. A Member should use the reimbursement in an open, fair and accountable manner.

8. If a conflict of interest cannot be avoided or has arisen, a Member should make a declaration which should be made available for public inspection.

9. Should any conflict of interest become a matter of public concern, the Member should take steps to resolve the conflict in favour of the public interest.

10. Members should separate their private and LegCo operations/interests as far as possible, and be seen to be doing so to avoid any perception of conflict of interest and personal benefit.

Office Operation Expenses Reimbursement

Amount

11. Up to **\$1,331,160** a year (i.e. from October to the next September) can be reimbursed on an accountable basis.

Claimable Items

12. Items of reimbursable expenses are as follows —

(a) staff expenses, including —

- Staff remuneration
- Medical benefits
- Insurance payments
(Note : Employers are statutorily required to provide coverage for employee compensation.)
- Provident fund contributions
- Statutory payments under labour laws
- Recruitment expenses
- Training expenses;

(b) equipment and furniture — claimable items and their approved quantities are detailed in ***section A of Appendix I***;

- (c) stationery;
- (d) periodicals, newspapers and publications (in printed and electronic form);
- (e) printing (e.g. business cards, newsletters on LegCo business);
- (f) website expenses;
- (g) consultancy service;
- (h) communication charges (including postage for bulk mailing, Internet, telephone and fax charges);
- (i) publicity items and activities;
- (j) repair and maintenance of equipment and furniture;
- (k) office insurance (e.g. insurance on public liabilities, theft, fire and other perils);
- (l) member's personal medical and dental insurance payments; and
- (m) office accommodation expenses (including rentals, rates, government rents, management fees, and utility charges).

Further guidelines on the office operation expenses reimbursement are provided in paragraphs 13 to 33 below.

Staff Remuneration

13. Staff remuneration refers to payments made to staff employed directly by a Member for LegCo business. It includes salaries, leave pay, gratuities, bonuses, provident fund contributions and other employment-related allowances.

Employment of Staff

14. A Member should recruit his/her staff based on merit, preferably by open recruitment, declare any conflict of interest, and ensure that the total remuneration offered is reasonable and commensurate with the appointee's skills. The selection process and decision should be documented in **Declaration Form I**. To enhance transparency, the Form should be deposited with the LegCo Secretariat (the Secretariat) when reimbursement for the new recruit's remuneration is claimed for the first time.

15. A Member must be directly responsible for the employment of his/her staff. Each Member should enter into an individual employment contract with each of his/her staff members. The contract should specify the job descriptions for the staff concerned.

16. Intermingling of LegCo and non-LegCo business should be avoided as far as practicable. If LegCo work and non-LegCo business cannot be clearly separated and accounted for, the following arrangements should be adopted:

- (a) declare in the employment contract whether the person he/she hires is also in the employ of his/her own business or in the employ of a related party, such as relatives, business associates and affiliated organizations (including but not limited to the Member's employer, political party and constituency association), and the capacity in which this staff member is to be employed at the Member's office;
- (b) detail the duties involved and the percentage of work that is related to LegCo business;
- (c) make available a copy of the employment contract for public inspection (personal identifiers and data may be blocked out if necessary); and
- (d) certify on the monthly reimbursement claim form that the staff member has performed the duties as detailed in the employment contract.

17. An employment contract may take the form of a continuous contract, with no fixed termination date but with clauses on termination arrangements. If it is a fixed contract, the length of the contract should not extend beyond one month after the term of LegCo, and provisions for early termination should be included.

18. The names and salaries of staff must be provided in the Member's claim for reimbursement, and the claim is made available for public inspection. A copy of the employment contract must also be deposited with the Secretariat, but it is not for public inspection unless it is for fulfillment of the requirement under paragraph 16(c) above. If a staff member's Hong Kong identity card number is not shown on the employment contract, it should be supplied separately to the Secretariat in writing. A sample employment contract for Members' reference is in **Appendix II**. In addition, since the work of Members' staff is closely related to the duties of Members, a code of conduct for the staff's observance should be incorporated in the employment contract. A code of conduct, as recommended by the Independent Commission Against Corruption, is in **Appendix III**.

19. A Member is not allowed to employ his/her relatives as staff. The definition of “relative” is in **Appendix IV**.

20. Employment of staff in the name of a company is not allowed.

21. Members cannot jointly employ a person using any reimbursement provided.

22. A Member must clearly state in the recruitment advertisement that the staff is required to assist him/her in LegCo business. A copy of the advertisement must accompany the reimbursement claim for advertising expenses.

23. Employment of part-time and temporary staff is subject to the same conditions as set out in paragraphs 14 to 22 above, except that no submission of Declaration Form I is required if the staff member concerned is not qualified for enrolment with a mandatory provident fund scheme.

Use of Consultancy Service

24. Members may engage a consultancy company to provide services, on a regular or ad hoc basis, to assist them in LegCo business, such as undertaking research and preparing speeches. To avoid conflict of interest, the use of consultancy services is subject to the following conditions —

- (a) Members should draw up individual contracts with the consultants they employ;
- (b) the contracts should specify clearly the scope of the services provided;
- (c) the names of the consultants and the costs of the consultancies should be included in the reimbursement claims and made available for public inspection;
- (d) copies of the contracts should be deposited with the Secretariat (they will not be available for public inspection);
- (e) Members and their relatives should not have any interests in the consultants employed; and
- (f) Members should not employ as their consultants their political parties or any companies/organizations owned or run by the parties.

25. As a consultancy contract is not available for public inspection, the scope and the precise nature of the consultancy work should be disclosed on the invoices submitted for reimbursement.

Expenses on Publicity Items

26. A Member may use the office operation expenses reimbursement to produce publicity items for the purpose of publicising his/her website and the addresses, telephone numbers, office hours and appointment arrangements of his/her office in Citibank Tower, Central Government Offices (CGO), West Wing and/or his/her district offices for the purpose of conducting LegCo business. No publicity relating to a party, except an indication of the party to which the Member belongs and its logo, is allowed. Items normally claimable and their approved quantities are set out in **section B of Appendix I**.

Expenses on Activities

27. A Member may use the office operation expenses reimbursement to pay for the publicity and organization of activities relating to LegCo business. "LegCo business" refers to activities relating to the exercising of the functions of LegCo as stipulated in Article 73 of the Basic Law, general policy issues as well as matters which **have been brought** to LegCo and/or its committees. Items claimable are detailed in **section C of Appendix I**.

Member's Personal Insurance

28. A Member may use the office operation expenses reimbursement to meet his/her personal medical and dental insurance payments.

Office Accommodation Expenses

29. A copy of the tenancy agreement for each leased office should be deposited with the Secretariat for public inspection.

30. Members must not claim reimbursement to lease office accommodation in which they or their relatives have any financial interest. As a transitional arrangement, rental reimbursement may be claimed until the expiry of such tenancy agreements, provided that **Declaration Form II** as required under paragraph 32 below is submitted. In the case of an open-ended tenancy agreement, the transitional arrangement will end on 30 September 2006.

31. Besides, a Member should avoid leasing his district office from other related parties [please see paragraph 16(a)].

32. Should a Member consider it appropriate to lease office accommodation from a related party (other than a relative) having regard to his/her constituents' interest or the public interest, the Member must declare interest, provide justifications and obtain independent valuation of the market rental from a qualified property valuer. **Declaration Form II** should be submitted for this purpose when reimbursement for the rental concerned is claimed for the first time.

33. If an office is jointly leased with someone who is not a LegCo Member using part of the office on LegCo business, an office layout plan with measurements showing the shared areas of the office shall be submitted to the Secretariat. The rental shared should normally be proportional to the area used, unless sharing is based on some other justifiable factors. **Declaration Form III** should be submitted for this purpose when reimbursement for the rental concerned is claimed for the first time.

Claim Form

34. **Form A** should be used for claiming the office operation expenses reimbursement.

Entertainment and Travelling Expenses Reimbursement

Amount

35. Up to **\$150,160** a year (i.e. from October to the next September) can be reimbursed on a non-accountable basis except for the portion used to meet staff expenses as explained in paragraph 41 below.

Claimable Items

36. Entertainment, liaison and travelling expenses incurred by a Member and his/her staff in and outside Hong Kong for LegCo business may be reimbursed against certified claims of expenses without supporting documents.

37. Although no supporting documents such as receipts have to be submitted, Members should only claim what they have actually expended.

38. Entertainment expenses refer to expenses for the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

39. Liaison expenses include expenses such as —

- (a) floral arrangements and wreaths sent on ceremonial occasions;
- (b) shared costs of luncheons and dinners which are organized by the Secretariat on LegCo premises for liaison with non-LegCo Members; and
- (c) compliments advertised on publications.

40. Travelling expenses refer to —

- (a) local travelling and vehicle running expenses; and
- (b) travelling and accommodation expenses outside Hong Kong.

41. A Member may use up to 50% of the entertainment and travelling expenses reimbursement to meet staff expenses on an accountable basis. The associated severance payments in future may be reimbursed out of the office operation expenses reimbursement and winding up expenses reimbursement.

Claim Form

42. **Form A** should be used for claiming the entertainment and travelling expenses reimbursement.

Postage

43. Postage incurred by Members on correspondence related to LegCo business, except bulk mailing, is paid for by the Secretariat. To claim reimbursement of such expenses from the Secretariat, **Form B** should be submitted together with **Form A**. Members are advised to keep copies of the correspondence for audit purposes.

Setting Up Expenses Reimbursement

Amounts and Conditions

44. A Member is eligible for expenses reimbursement of up to **\$150,000** for setting up his/her offices, including the one provided by the Secretariat. However, a Member who has claimed any setting up expenses reimbursement in the previous term may only claim **\$75,000** for the purposes of renovation, removal, expansion and/or setting up of additional offices and for the addition or replacement of equipment and furniture. Nevertheless, if the Member has to close down an existing district office to set up a new one owing to the expiry of tenancy agreement or other valid reasons, he/she may claim up to **\$150,000**.

Claimable Items

45. Items claimable under the setting up expenses reimbursement are —

- (a) fitting-out;
- (b) equipment;
- (c) furniture; and
- (d) basic stationery items (up to \$2,000 for new offices only).

Items claimable and the approved quantities set out in **section A of Appendix I** are applicable to (b) and (c) above.

Claim Form

46. **Form C** should be used for claiming the setting up expenses reimbursement.

Information Technology and Communication Equipment Expenses Reimbursement

Amount and Conditions

47. A Member may claim reimbursement of **\$100,000** for the purchase or upgrading of information technology and communication equipment in each term. The reimbursement should be used on non-recurrent items or one-off contracts, including the employment of consultants and training of staff for setting up websites and telecommunication equipment.

48. Claimable items and their approved quantities are detailed in ***section A of Appendix I.***

Claim Form

49. **Form D** should be used for claiming the information technology and communication equipment expenses reimbursement.

Winding Up Expenses Reimbursement

Scope

50. A winding up expenses reimbursement is claimable when a Member ceases to be a Member of LegCo, either because he/she chooses not to stand for re-election or for reasons over which he/she has no control such as death, serious injury, defeat in an election or the dissolution of LegCo.

51. Members who resigned or who are removed from LegCo for criminal reasons are not eligible for the winding up expenses reimbursement.

Amount and Conditions

52. The reimbursement consists of two components —

- (a) an amount not exceeding one-twelfth of the annual office operation expenses reimbursement (i.e. **\$110,930**), of which \$10,000 may be claimed against certified claims of expenses without supporting documents, to cover all expenses other than severance payments; and
- (b) an amount with no pre-set ceiling to cover the actual severance payments made in accordance with the provisions of the Employment Ordinance to staff employed using the office operation expenses reimbursement and to staff employed using up to 50% of the entertainment and travelling expenses reimbursement.

53. The \$110,930 in paragraph 52(a) may also be used to meet contractual liabilities arising from the premature termination of agreements before the end of a LegCo term for reasons beyond a Member's control, including —

- (a) salaries in lieu of notice; and
- (b) compensation to the landlord of a district office financed by the office operation expenses reimbursement, provided that the Member has informed the landlord as early as possible of his/her intention to terminate the tenancy agreement prematurely, so as to enable the landlord to identify new tenants and reduce as far as possible the Member's contractual liabilities.

54. Notwithstanding paragraph 52(b), the uncapped amount may also be used to compensate a Member's staff who have worked for him/her for less than two years. The compensation should be calculated on a pro rata basis with reference to the calculation method stipulated by the Employment Ordinance for severance payments.

55. A severance payment is reimbursable only if the termination of service is made and settled not later than one month from the date a Member ceases office.

56. During the winding up period, non-essential services should be curtailed as early as possible and acquisition of stores should be limited to quantities which are essential for the winding up. As notice for termination of employment is deemed to be served by a Member not later than seven days after the exact date of his/her cessation of office is known, salaries in lieu of notice will only be reimbursed if the actual termination date is earlier than the date on which the deemed termination notice expires. Moreover, on-going services (including staff support) for any period beyond one month after the cessation of office will not be reimbursed.

57. All winding up expenses should be consolidated in one claim, which should be made within the time limit as set out in paragraph 85.

Claim Forms

58. **Form E** should be used for claiming the winding up expenses reimbursement.

59. Alternatively, Members may request the Secretariat to settle the following expenses directly with the recipients, by using **Form F** —

- (a) staff salaries;
- (b) office rentals;
- (c) consultancy fees;
- (d) compensations for early termination of contracts; and
- (e) severance payments.

General Principles

Procurement

60. Members and their staff should not engage a contractor or supplier in which they have a financial interest, or companies owned/run by their relatives. If this cannot be avoided, they should declare interest and document the justifications for doing so (e.g. sole supplier, more competitive price from bulk purchase).

61. For procurement of goods and services above \$20,000, Members should obtain at least three quotations for price/performance comparison. These quotations should be in written form whenever practicable. **Declaration Form IV** should be submitted when reimbursement is claimed.

Supporting Documents

Reimbursement Related

62. Members should only submit supporting documents for the claimable amount under an accountable reimbursement. In the event that a Member submits supporting documents for amounts in excess of the claimable ceilings, the supporting documents will be returned to the Member for a decision on which items of expenditure he/she wishes to claim. If reported expenditure unavoidably exceeds the ceiling, Members should indicate which item of expenditure is to be “partly claimed”.

Originals

63. **Originals** of supporting documents such as invoices, receipts, etc, must be personally certified by the Member and submitted to the Secretariat when claiming reimbursement for any accountable expenses. In case expenses are shared by several parties whereby not every Member involved can substantiate his/her claim with original invoices and receipts, the Member who submits the originals should certify the amount shared by each party; other Members may substantiate their claims by certifying photocopies of the aforesaid as true copies.

Receipts

64. For any payment not substantiated by a receipt, a Member should include a statement on the supporting document, saying that “Receipt is not available and I certify that payment was made on (date).” If a periodic payment is not substantiated by a receipt but reflected in the payment request of the subsequent period, a copy of the request should be submitted to substantiate the payment.

Purchases Not in the Name of the Member or the Member's Office

65. Unless practically infeasible, invoices and receipts should not be addressed to parties other than the Member or the Member's Office. For reimbursement of purchases which are billed to an employee of a Member or a third party, the Member concerned must certify with explanations that reimbursement has been made to the employee or the third party concerned.

Identity of Vendor or Service Provider and Other Particulars

66. Supporting documents for reimbursement of expenses over \$3,500 must bear the name and address of the supplier, date of purchase and full description of the item concerned. To withhold the address of a supplier (who is a person) from public inspection, a Member may provide it separately (i.e. not on the face of an invoice, receipt or other supporting documents).

Provision of Samples of Publications and Publicity Items

67. In making claims for bulk printing expenses, a sample of the printed material **must** be submitted to the Secretariat, together with the reimbursement claim forms. Similarly, a copy of the artwork for a signboard, hoarding or banner should be provided.

Public Inspection

68. All claim forms, declaration forms and supporting documents, except employment contracts (save for compliance with paragraph 16(c) above), consultancy agreements and separately provided addresses and Hong Kong identity card numbers of staff and suppliers (who are individuals), are available for public inspection. The public may also make copies of such documents. Members are reminded to obtain the consent of their staff and suppliers that their identity, invoices, receipts and other related documents may be disclosed in such a manner. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

Time of Expenditure

69. Claimable expenditure is deemed to be expended at the time payment is made by the Member or his/her employee. Credit card expenditure is deemed to be expended at the time a credit card slip or an order form is signed. Any unclaimed balance of a year **cannot** be used to reimburse expenses of another year.

70. In respect of term payments covering a period of time beyond the current year, a Member may either claim full reimbursement in the year of payment, or spread his/her claim over the current and subsequent years to which the term payments relate. In any event, if the period covered by such term payments extends beyond the term of office of a Member, reimbursement will be limited to the period up to one month after his/her term of office. In case the Member is re-elected, the prepaid unreimbursed portion may be reimbursed according to the then applicable guidelines.

Funds Set Aside

71. A Member may set aside funds from his/her office operation expenses reimbursement to pay for staff benefits such as contract bonus, double-pay or end-of-agreement gratuity, which are payable at a future date. The funds set aside should be based on, and not exceed, the Member's contractual and other legal obligations towards his/her staff. The funds will be paid to the Member without bills.

72. Upon actual payment of the funds set aside and/or departure of any staff member, **Form G** should be returned to the Secretariat, together with any excess funds and receipts or other supporting documents. Excess funds set aside in previous years cannot be used to reimburse any other expenses.

Minimization of Liability

73. Members should make every effort to negotiate with their landlords to insert a break clause in their tenancy agreements. Members should not purchase capitalized assets through hire purchase arrangements. Any commitment extending beyond one month after the Member's term of office should be avoided.

Capitalized Items

74. Members are required to return those capitalized items they procured with their reimbursements to the Secretariat when they leave office. Before returning an item to the Secretariat, the Member must settle all outstanding payment/liability in respect of the item. Outgoing and incoming Members may buy these capitalized items at market value to be set by the Secretariat. An outgoing Member has the first option to buy his/her equipment or furniture, and the market price payable by him/her is scaled down by the ratio of the amount reimbursed to the amount paid for the subject item.

75. A capitalized item refers to any piece of equipment or furniture costing \$1,000 or more and with a life span of over one year, but excluding software and fixtures such as built-in cabinets and wall-mounted air-conditioners. Installation charges should not be capitalized.

76. For ease of valuation at the time when a Member leaves office, full description of capitalized items and prices of the constituent parts should be provided as far as possible. Any upgrading or replacement should be detailed in **Form H** when claiming the relevant expenses.

77. Members are required to forward an inventory list of capitalized items in January and July using **Form I**, showing the position as at the end of the preceding month.

Return or Takeover of Capitalized Items

78. When they leave office, Members should use **Forms J** and **K** to notify the Secretariat of the capitalized items that they will return or take over. **Form J** may also be used to notify the Secretariat in case surplus capitalized items have to be returned.

Shared Expenses

79. Only expenses (e.g. sharing of telephone lines, computer systems, photocopiers and electricity) that are individually identifiable, clearly separable from private purposes and wholly attributable to LegCo business may be claimed.

80. If an expense is incurred jointly with other parties or in a Member's other capacities, the Member must certify that the amount claimed is a fair portion related to LegCo business and it has not been or will not be reimbursed from any other sources. The basis of sharing should be indicated.

81. In case a Member shares his/her office with another person, rental and other expenses should be shared proportionally on a consistent basis from month to month. An agreement on the proportional responsibility for items shared should be signed by the parties concerned and the Secretariat notified of any changes.

82. A Member may share the procurement expenses of a capital item with another/other Member(s). However, the Members concerned (i.e. the group) should sign an undertaking agreeing to the following disposal arrangements when one or more Members of the group vacate their seats —

- (a) If an out-going Member of the group wishes to take over the item, he/she is required to seek the agreement of other Members of the group and pay to the Secretariat the market price of the item.
- (b) If re-elected or remaining Member(s) of the group wish(es) to retain the item for use, the Member(s) would have to seek the agreement of the outgoing Member(s) of the group and pay to the Secretariat an amount equivalent to the out-going Member(s)' share of the item at market price.
- (c) If Members of the group failed to reach an agreement regarding the disposal of the item within two months, the Secretariat could take possession of the item in question without paying any compensation to the Members concerned.

Compensation Paid to Members Arising from Reimbursed Expenses

83. There may be circumstances where a Member receives compensation arising from expenses which have been reimbursed (e.g. compensation in respect of an employee's work-related accident or other types of insurance coverage; salary in lieu of notice paid by an employee who has resigned; or sale proceeds from the disposal of a capitalized item). The Member is required to use the compensation on LegCo business. A separate account giving details of compensation received and subsequent usage of the compensation, with supporting documents, must be submitted to the Secretariat. Alternatively, the compensation may be returned to the Secretariat.

Time Limits for Making Reimbursement Claims

Office Operation Expenses, Entertainment and Travelling Expenses, Postage, Setting Up Expenses, and Information Technology and Communication Equipment Expenses

84. Except for winding up expense reimbursements, reimbursement claims should be submitted within **three months** from the month of expenditure. However, if an advance of operating funds is obtained pursuant to paragraphs 91(b) or 91(c) for setting up expenses or information technology and communication equipment, the relevant supporting documents must be submitted together with Form C or Form D within three months from the date of advance.

Winding Up Expenses

85. In respect of the consolidated claim for winding up expenses made according to paragraph 57 above, the first payment and the last payment should not be more than **six months** apart and reimbursement should be sought within **three months** from the date of the last payment.

Appeal

86. Any Member whose claims are not made in accordance with the stipulated time limits may be required to give an explanation to the Committee on Members' Operating Expenses, which would determine whether the claims should be processed.

Non-reimbursable Items

87. For the avoidance of doubt, examples of non-reimbursable items are given as follows :

- (a) refundable deposits;
- (b) penalties;
- (c) entertainment expenses solely for the Member himself/herself, his/her staff, other Members and/or their staff, unless specifically allowed by The Legislative Council Commission;
- (d) cooking utensils and appliances (other than kettle, distilled water dispenser, refrigerator and microwave oven);
- (e) decorative items such as paintings, photo frames and flowers;
- (f) greeting cards, X'mas cards, etc;
- (g) training of personal skills for the Member himself/herself; and
- (h) sponsorship.

Adjustments

88. Reimbursement ceilings for office operation expenses, entertainment and travelling expenses and winding up expenses are subject to annual adjustment in October, in accordance with the movement of Consumer Price Index (C).

Compliance Audit

89. Members' reimbursement claims are subject to compliance audit annually. In this regard, Members are required to provide assistance when field audits are carried out, such as provision of records, explanations and justifications. For this purpose, two years' records should be kept.

Advance of Operating Funds

Scope

90. Members may obtain advance of operating funds to finance their office operation, entertainment and travelling expenses, setting up expenses and expenses on information technology and communication equipment.

Amounts and Conditions

91. The ceilings for advances are :

- (a) office operation expenses plus entertainment and travelling expenses — amount equivalent to two months' reimbursable amount (i.e. \$246,887);
- (b) setting up expenses — entitlement as stipulated in paragraph 44 (i.e. \$75,000 or \$150,000), subject to any amount already claimed; and
- (c) information technology and communication equipment — \$100,000, subject to any amount already claimed.

92. The operating funds advanced for office operation, entertainment and travelling expenses will be used to offset the reimbursable expenses of the month immediately before a Member ceases office and any reimbursable winding up expenses. Members who have obtained operating funds for setting up their offices or for the procurement of information technology and communication equipment must submit relevant supporting documents within three months from the date of advance.

93. Any excess funds obtained should be returned to The Legislative Council Commission as soon as they are known.

Application Form

94. **Form L** should be used to apply for any advance or increase in advance up to the specified ceilings.

* * * * *

CLAIMABLE ITEMS AND QUANTITY LIMITS

Procurement of the following items may be reimbursed. However, the total number of items procured must not exceed the approved quantity.

Section A

<i>EQUIPMENT AND FURNITURE</i>	<i>APPROVED QUANTITY</i>
Photocopying machine and accessories -paper feeder -document sorter Cheque writer Franking machine Paper shredder Folding machine * Overhead projector Slide projector * Wall screen Document binder Document duplicator/Speed printing machine Safe Laminator Water purifier Dehumidifier Sound system with microphones and loudspeakers Vacuum cleaner Water dispenser Refrigerator Microwave oven Conference table * Video conferencing equipment (including ancillary video cameras and other accessories) * Computer server and related accessories	not more than one for each office
* Camera (digital and otherwise) First aid kit Television set Video cassette recorder VCD/DVD player MD/MP3 player Typewriter * Scanner	not more than two for each office
Electric fan Air-conditioner Loudhailer Walkie-talkie White board Sofa * Electronic display	not more than three in each office
Calculator * Printer * Mobile phone * Pager * Integrated mobile computing device/Portable digital assistant Electronic dictionary/diary	not more than one for each staff and Member
* Telephone set with telephone line installation	not more than one set for each staff and Member plus five
* Hand-held video camera * Car phone	not more than one for each Member
* Facsimile machine * Answering machine	not more than two for each office plus two

* Items that may be reimbursed with the information technology and communication equipment expenses reimbursement

* Computer hardware and accompanying software Computer table and rack	not more than two sets for each staff and Member
Fire extinguisher	as required by law
File cabinet	not more than five for each staff and Member plus additional five for each office
Chair	not more than one for each staff and Member plus additional fifty chairs for activities
Desk/folding table/work bench	not more than one for each staff and Member plus four for each office

Section B

<i>PUBLICITY ITEMS</i>	<i>APPROVED QUANTITY</i>
Signboard/light box with - name - address of the Member's office - telephone number of the Member's office - office hours - website address to be placed in the same building of the Member's office	not more than the number of entrances in a building in which the office is located plus five
Invitation card for each activity	not more than 10,000 pcs
Display board/banner with - name - address of the Member's office - telephone number of the Member's office - office hours - website address	no limit

Section C

<i>ACTIVITIES</i>	<i>CLAIMABLE ITEMS</i>
Seminar Press conference Exhibition Quiz Competition Office opening ceremony	Rent of venue Hire of extra staff Banners Display boards Hire of sound system Set up charges Cleaning up charges Transportation for attendance and equipment Printing of handouts Printing of admission tickets Printing of leaflets Hire of video display equipment Advertisements Souvenirs with little or no resaleable value
Telephone survey Signature collection campaign Questionnaire	Hire of extra staff Printing charges Postage

Remarks : Recreational activities such as picnic, cruise and barbecue are not reimbursable.

(Sample)

EMPLOYMENT CONTRACT ^(Note)**Acceptance of Offer of Appointment**

I, _____ (English) _____ (Chinese),
 (HKID Card No. _____) accept the appointment by Hon _____
 to the post of _____ with Hon _____'s Legislative Council (LegCo) Member's
 Office on the following terms and conditions :

1. Job Description : e.g. i) community liaison activities, *or*
 ii) research and information gathering, *or*
 iii) secretarial/clerical work, and
 iv) any other ancillary duties.
2. Commencement of Duty : _____, 20 _____
3. Probation Period : _____ months
4. Monthly Salary : HK\$ _____
5. Mandatory Provident Fund : contributions from employer and employee will be made
 in accordance with the provisions of the Mandatory
 Provident Fund Ordinance.
6. Overtime : e.g. i) overtime is payable at the rate of _____ % of the
 monthly basic salary per hour,
 ii) time-off in lieu of overtime allowance, subject to
 the exigencies of the workload of the office, *or*
 iii) no overtime allowance.
7. Double Pay : e.g. i) one month's basic salary, payable before the
 Chinese New Year,
 ii) one month's basic salary, payable on the
 anniversary of every year's service, *or*
 iii) none.
8. Gratuity e.g. i) upon satisfactory completion of the contract on
 _____, _____% of the basic salary earned
 during the service period will be payable, *or*
 ii) none.
9. Normal Working Hours : e.g. i) Mondays to Fridays: 9:30 a.m. to 5:30 p.m.
 Saturdays: 9:30 a.m. to 1:00 p.m., *or*
 ii) _____ hours per week.
10. Annual Leave : _____ working days.
 (to be taken after one full year of service)

11. Medical Benefits : e.g. i) in accordance with current medical insurance available to staff of this comparable rank at this office,
ii) not more than \$_____ a month, on the production of a medical practitioner's receipt, *or*
iii) none.
12. Termination of Employment : e.g. i) subject to (ii), this employment may be terminated by giving _____ month's/months' notice or salary in lieu of notice;
ii) this employment will end _____ days/weeks/month (*period not exceeding one month*) after Hon _____ ceases to be a Member of the Legislative Council.
13. Adjustment of Salary : on performance basis, with reference to the inflation linked adjustment of Members' office operation expenses reimbursement as determined by the Legislative Council Secretariat.
14. Code of Conduct : compliance with the Code of Conduct attached.
15. Confidentiality : all information pertaining to the operation and business of Hon _____'s Legislative Council Member's Office that are in the employee's knowledge shall be kept confidential throughout and after his/her employment with Hon _____.

Signature of Employee

Date

I agree to employ the above-named person on the terms and conditions stated above, for supporting my work related to the business of the Legislative Council.

*** The appointee is also in the employ of my business/a party related to me (*please see paragraph 16(a) of the Reimbursement Guide, and specify the relationship with and the name of the third party*). The remuneration offered by this appointment is based on the arrangement that not less than ____ % (or ____ hours) of the appointee's work is related to my LegCo duties.**

Signature of Member

Date

(Note) This sample is for reference only. Members may determine the appropriate terms for their staff, bearing in mind the reimbursement ceilings in the Reimbursement Guide.

** Paragraph to be excluded from the employment contract if inapplicable.*

**CODE OF CONDUCT FOR STAFF EMPLOYED
BY LEGISLATIVE COUNCIL MEMBERS**

Aim

This Code aims at setting out the standard behaviour expected of Members' staff in the handling of resources and information obtained through their official capacity. Particular emphasis is placed on assisting Members' staff in avoiding potential conflict of interest situations and in upholding the high standard of conduct expected of them in carrying out their duties.

Conduct and Behaviour

Integrity

2. It is imperative that Members' staff are committed to the cardinal principles of honesty and integrity, and that their conduct and public behaviour would not bring discredit upon LegCo and the Member they serve. In particular, they should adhere to the principles of fairness, transparency and accountability when using the LegCo Members' Operating Expenses Reimbursements (OER) for purchases.

Misuse of official position

3. Staff should not misuse their position as Members' assistants for personal gain. Examples include favouring one's relatives or friends in a recruitment process, or leaking information and giving undue favour to a particular supplier during a procurement process. Such actions may lead to disciplinary action or even prosecution.

Compliance with this Code

4. It is the personal responsibility of every staff member to understand and comply with this Code which applies equally to full-time, part-time and temporary staff.

(Note) References to the masculine gender apply equally to the feminine gender.

Reporting of cases

5. In cases of non-compliance or suspected corruption or criminal offences, any person in the know should report to the LegCo Member concerned and, where appropriate, to the Independent Commission Against Corruption promptly in strictest confidence.

Acceptance and Offering of Advantages

Advantage

6. Staff of LegCo Members shall not solicit, accept or offer any advantage in connection with the official dealings with the Member's office. Under Section 9 of the Prevention of Bribery Ordinance (Cap. 201), an employee of an organisation who solicits or accepts an advantage in connection with his work without permission of the employer may have committed an offence. The term "advantage" is defined in the Ordinance (see **Annex I**). It includes almost anything of value such as money, gift, commission, loan, fee, reward, office, employment, contract, service or favour.

Entertainment

7. Acceptance of lavish and frequent entertainment from persons with whom the Member's Office (MO) has official dealings should be avoided. Such persons include, but are not limited to, the media, members of the public, suppliers or any other persons who might benefit unfairly through providing such entertainment activities. Declining invitations to such would free the staff member from any obligation to the offeror. An extract of the definition of "entertainment" from the Prevention of Bribery Ordinance is in **Annex I**.

Free gifts and services

8. Free gifts and services are a kind of "advantage". Staff should decline the offer of such if the acceptance could affect their objectivity in conducting the business of the MO or lead to complaints of bias or impropriety.

9. Staff who have received gifts or souvenirs presented to them in their official capacity should seek written permission from their employer, whether they wish to retain such items or not. The form in **Annex II** should be used for this purpose. As regards the disposal methods for the gifts or souvenirs received, due consideration should be given to the alternatives set out in the form.

Conflict of Interest

10. Situations which give rise to Members or their staff being perceived to have benefited a closely related party or personally should be avoided.

11. Staff should not, in their capacity as assistants of LegCo Members, use their official position or any information made available to them in the course of performing their duties, to seek to influence another person in furtherance of their private interest.

12. For the purposes of this Code, a conflict of interest situation arises where the “private interests” of a staff member compete or conflict with the interests of the public at large or the staff member’s official duties. “Private interests” include the financial and other interests of the staff member himself; his family or other relatives; his personal friends; the clubs and associations to which he belongs; any other groups of people with whom he has personal or social ties; or any person to whom he owes a favour or is obligated in any way. There are circumstances in which a tie of kinship or friendship, or some other association or loyalty which does not give rise to a financial interest, can influence the judgement of the staff member in discharging his official duties, or may reasonably be perceived as having such an influence. A staff member’s duty to declare a conflict of interest therefore goes beyond the disclosure of interests that are definable in pecuniary terms.

Handling of conflict of interest situations

13. Staff should ensure the business conducted by the MO is done in an open, impartial, reasonable and acceptable manner. Conflict of interest situations should be avoided, but when they do happen, they should be declared and resolved in favour of the public interest.

14. Declarations of interest should be in writing, where appropriate, using the declaration forms in the “Guide for Reimbursement of Operating Expenses for Members of the Legislative Council”.

15. Special attention should be given to procurement of goods and services, staff recruitment as well as delivery of the MO's services. For example, a conflict of interest situation may arise if a staff member takes part in the selection of suppliers, where one of the bidders under consideration is his family member, relative or personal friend. When there is perceived or actual conflict of interest, the staff member should abstain from dealing with the matter in question and report the situation to the Member, who may reassign the task to another staff.

Handling of Assets and Resources

16. Staff who have access to assets acquired with public funds and resources obtained through their official capacity should ensure that they are only used for the intended purpose of performing Members' duties. Misappropriation of such properties for personal gain, such as personal use or unauthorized resale, is prohibited.

17. There should be a clear separation between resources for private business and those for LegCo business of the MO. Intermingling of such assets and resources should be avoided.

Handling of Confidential Information

Use of (privileged) information

18. Staff should not take advantage of, or benefit from, information that is obtained in connection with their duties as Members' assistants, especially when dealing with information not generally available to the public. In their official capacity at the MO, staff should only ask for information required for carrying out their duties and should not seek information for private use or personal interest.

Safekeeping of confidential information

19. Staff who have access to or are in control of confidential information should at all times ensure that such information is properly safeguarded to avoid the misuse or abuse of it. Disclosing confidential information without authorization from the Member concerned or disclosing it in return for monetary awards is strictly prohibited. Moreover, the Personal Data (Privacy) Ordinance (Cap. 486) should be observed to avoid unauthorized disclosure of any personal data.

Other Employment

20. Staff should avoid other employment which has a conflict of interest with their role as assistants of LegCo Members. For full-time staff (who normally work not less than 30 hours a week) of LegCo Members, if they wish to take up paid outside work, whether on a part-time or temporary basis, they should seek the approval of their employer.

False Claims

21. As public money is involved, it is important to ensure that reimbursements are claimed in an accountable manner. Making false claims is a criminal offence.

Diligence

22. Since Members' staff are employed with public funds, they should discharge their duties and responsibilities with due care and diligence, in accordance with their employers' established procedures and instructions. They should be committed and dedicated to their work and exercise every effort to promote the public interest.

* * * * *

Legislative Council Secretariat
September 2005

INTERPRETATION OF “ADVANTAGE” AND “ENTERTAINMENT”

“**Advantage**” means –

- (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
- (b) any office, employment or contract;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
- (e) the exercise or forbearance from the exercise of any right or any power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e),

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance.

“**Entertainment**” means the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

[Extracted from Section 2 of the Prevention of Bribery Ordinance (Cap. 201)]

(Sample)

**REPORT ON GIFTS PRESENTED TO AN EMPLOYEE
IN HIS/HER OFFICIAL CAPACITY**

To : _____ (Member)

Part I (To be completed by the recipient)

I wish to report the following gift(s) presented to me in my official capacity on the following occasion (please specify the event and date) -

Details of gift(s) presented –

Gift	Estimated value (\$)	Offeror
(a)		
(b)		
(c)		

Additional information (if any) –

The following disposal method(s) is/are recommended –

- Gift item(s) _____ to be returned to the offeror.
- Gift item(s) _____ to be retained personally by the recipient.
- Gift item(s) _____ to be shared among staff in the recipient's office or _____*.
- Gift item(s) _____ to be displayed in the recipient's office or _____*.
- Gift item(s) _____ to be donated to an outside organization (name : _____).
- Gift item(s) _____ to be used at the office's social functions as lucky draw prize(s).

Name of recipient _____ Signature _____

Post _____ Date _____

Part II (To be completed by the Member)

- The recommendation is approved.
- The recommendation is not approved. The gift should be _____.

Name of Member _____

Date _____ Signature _____

- ✓ as appropriate * delete whichever is inapplicable

DEFINITION OF 'RELATIVE'

'Relative' means -

- (a) spouse (including a concubine);
- (b) any person with whom the Member is living in a regular union as if man and wife;
- (c) fiance, fiancée;
- (d) parent, step-parent, lawful guardian;
- (e) spouse's parent, spouse's step-parent, spouse's lawful guardian;
- (f) grandparent, great-grandparent;
- (g) child, ward of court;
- (h) spouse's child, spouse's ward of court;
- (i) grandchild;
- (j) child's spouse;
- (k) brother, sister;
- (l) spouse's brother, spouse's sister;
- (m) half-brother, half-sister;
- (n) step-brother, step-sister;
- (o) brother's spouse, sister's spouse;
- (p) brother's child, sister's child;
- (q) parent's brother, parent's sister;
- (r) parent's brother's spouse, parent's sister's spouse;
- (s) parent's brother's child, parent's sister's child.

CLAIM FOR REIMBURSEMENT OF OFFICE OPERATION EXPENSES/
ENTERTAINMENT AND TRAVELLING EXPENSES
BY MEMBERS OF THE LEGISLATIVE COUNCIL

SECTION I - DECLARATION AND CERTIFICATION

To : Secretary General
Legislative Council Secretariat,
(Attn : Accounts Office)

I, _____, Member of the Legislative Council (LegCo), certify that my expenses listed below arose out of my LegCo duties for the month of _____ 200____. Please reimburse me with \$_____ in respect of the following :

<u>Section</u>	<u>HK\$</u>	<i>(Note 1)</i>
II Staff expenses		
III Equipment and furniture		
IV Office accommodation expenses		
V Other operating expenses		
Office operation expenses	_____	(A)
VI Entertainment and travelling expenses (after transferring \$_____ to Section II for employing staff) <i>(Note 2)</i>		(B)
Supporting documents and certified expenses amounted to	_____	(A)+(B)
	=====	

I hereby declare that :

- a) I have not claimed any reimbursement for paying my relatives, if any, employed in my office;
- b) I have not claimed any consultancy fees for services provided by my political party or any companies/organizations owned or run by my political party; furthermore, my relatives and I have no interest in the consultants employed;
- c) I have not claimed any reimbursement for leasing any property in which I/my relatives have a financial interest, *save for unexpired tenancy agreements during the transitional period, for which interest has been declared** ;
- d) all staff remunerations reimbursed are for performance of duties and for time worked as detailed in the respective employment contracts;
- e) I have no objection to disclosing the individual staff remuneration acknowledgments for public inspection;
- f) the funds set aside for contractual and statutory employment benefits as listed in section II below are not excessive, and will not be used for any other purposes, and I undertake to return to the Secretariat all unspent amounts;
- g) items costing \$1,000 or more and with a life span longer than one year, but excluding software and fixtures, are all included in section III below; and
- h) this reimbursement claim complies in all respects with the Guide for Reimbursement of Operating Expenses for Members of the Legislative Council (hereafter referred to as Reimbursement Guide), which has been read and fully understood by me.

In addition,

- * I have claimed reimbursement for paying my staff who are also in my private/relative's/business associate's/affiliated organization's[#] employ. Details and justifications have been provided on Declaration Form I *attached/earlier**;
- * I have claimed reimbursement for leasing property owned by my business associate/affiliated organization[#], and consider that it is in the interest of my constituents/the public to do so. Details and justifications have been provided on Declaration Form II *attached/earlier**;
- * I have claimed reimbursement for procuring goods/services from a supplier/service provider owned/operated by my relative/business associate/affiliated organization[#], or in which I have financial interest. Details and justifications are provided on Declaration Form IV attached.

Signature of Member

Date

* *delete where inappropriate* [#] *affiliated organizations (e.g. employer, political party and constituency association)*
(Note 1) *Subject to Note 2 below, the yearly claimable ceilings from 1.10.2004 to 30.9.2005 are (A) \$1,331,160 and (B) 150,160. Any expenditure exceeding these ceilings will not be reimbursable.*

(Note 2) *50% of the entitlement for (B), i.e. \$75,080, can be transferred to (A) for the employment of staff. Any amount already claimed but subsequently redeployed for employing staff should be entered in brackets.*

SECTION II - STAFF EXPENSES

	Name of staff	Payment				Funds set aside	Total	For Secretariat use
		Salary	Medical benefit	Insurance payment	Others	Gratuity/ double pay, etc		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
	Total staff remunerations and benefits							
	Other staff expenses (please specify)							
	Recruitment expenses							
							\$	
							Total	(Note 3)
							\$	

(Note 3) Supporting documents (original invoices and receipts or other evidence of payment) should be enclosed. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on the supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

SECTION III - EQUIPMENT AND FURNITURE <i>(Capitalized items only; see quantity limits in Appendix I of the Reimbursement Guide)</i>						
Item description	Quantity	Unit price	Total	Location (Office)	<i>For Secretariat use</i>	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
			Total	\$	<i>(Note 3)</i>	

SECTION IV - OFFICE ACCOMMODATION EXPENSES					
	Office 1	Office 2	Office 3	Office 4	<i>For Secretariat use</i>
Address(es) of Office(s)					
Rental (per month)					
Management fee (per month)					
Rates/Government rent (per quarter/per month*)					
Utility charges (i.e. water, electricity and gas)					
Others (please specify)					
Total : <i>(Note 3)</i>	\$	\$	\$	\$	

** please delete where inappropriate*

CLAIM FOR REIMBURSEMENT OF SETTING UP EXPENSES
BY MEMBERS OF THE LEGISLATIVE COUNCIL

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

I, _____, hereby certify that the expenses listed below are essential for setting up my Legislative Council Member's office. Please reimburse \$ _____ under the setting up expenses reimbursement to me in respect of the following :

<u>Section</u>	<u>HK\$</u>
II Fitting-out expenses	(A)
III Basic stationery	(B)
IV Capitalized items	(C)
V Other expenses	(D)

	=====

Signature of Member

Date

SECTION I - CLAIM BACKGROUND		
Q.1	Where is the office set up with this claim ? (one claim form for each office)	
Q.2	Claimed setting up expenses reimbursement in the last LegCo term in respect of - Secretariat-provided central office ? - district office ?	*Yes/No *Yes/No
Q.3	How much has been claimed in the current term ?	\$
Q.4	Set up new office due to - *expiry of tenancy agreement entered prior to the current term ? - *other acceptable reasons ? (please provide supporting documents and detailed information)	*Yes/No

** please delete where inappropriate*

<i>SECTION II - FITTING-OUT EXPENSES</i>						
Item description		Quantity	Unit price	Amount	Purchase date	<i>For Secretariat use</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total (A)					(Note)	
				\$		

<i>SECTION III - BASIC STATIONERY</i>						
Item description		Quantity	Unit price	Amount	Purchase date	<i>For Secretariat use</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total (B)					(Note)	
				\$		

(Note) Supporting documents (original invoices, receipts or other evidence of payment) should be enclosed. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on the supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

<i>SECTION IV - CAPITALIZED ITEMS #</i>						
Item description	Quantity	Unit price	Amount	Purchase date	<i>For Secretariat use</i>	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
			Total (C)		<i>(Note)</i>	
				\$		

<i>SECTION V - OTHER EXPENSES (including fixtures, installation charges, minor tools and equipment #)</i>						
Item description	Quantity	Unit price	Amount	Purchase date	<i>For Secretariat use</i>	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
			Total (D)		<i>(Note)</i>	
				\$		

See quantity limits in Appendix I of the Reimbursement Guide

**CLAIM FOR REIMBURSEMENT OF
INFORMATION TECHNOLOGY AND COMMUNICATION EQUIPMENT EXPENSES**

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

I, _____, Member of the Legislative Council (LegCo), certify that the expenses listed below were incurred by me on LegCo business. Please reimburse \$_____ to me in respect of the following :

<u>Section</u>		<u>HK\$</u>
I	Capitalized items	(A)
II	Non-capitalized items	_____ (B)
		===== (A)+(B)

Signature of Member

Date

<i>SECTION I - CAPITALIZED ITEMS</i>						
	Item description	Qty	Unit price	Amount	Purchase date	<i>For Secretariat use</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
			Total (A)			
				\$		(Note)

(Note) Supporting documents (original invoices, receipts or other evidence of payment) should be enclosed. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on the supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

SECTION II - NON-CAPITALIZED ITEMS

	Item description	Amount	For Secretariat use
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
	Total (B)		(Note)
		\$	

CLAIM FOR REIMBURSEMENT OF WINDING UP EXPENSES
BY MEMBERS OF THE LEGISLATIVE COUNCIL

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

I, _____, hereby certify that the expenses listed below were incurred and paid by me due to the cessation of my office. Please reimburse \$ _____ to me under the winding up expenses reimbursement for the following :

<u>Section</u>	<u>HK\$</u>
I Accountable expenses	(A)
II Accountable end-of-employment benefits other than severance payments (net of amounts previously set aside)	(B)
III Non-accountable expenses	(C)
(Note 1) _____	(A)+(B)+(C)
IV Severance payments	(D)

	=====

I further declare that :

- a) non-essential services have been curtailed as early as possible;
- b) acquisition of stores has been limited to quantities which are essential for the winding up;
- c) apart from compensation for the premature termination of contracts, if any, no reimbursement has been claimed for on-going services which extend beyond one month after the date of cessation of office; and
- d) the severance payments were not more than that required by the Employment Ordinance, or in the case of staff employed for less than two years, not more than the time-apportioned amounts calculated on the notional severance payments payable; and they were paid only to staff employed with the office operation expenses reimbursement or entertainment and travelling expenses reimbursement (but not more than 50% thereof).

Signature of Member

Date

SECTION I - ACCOUNTABLE EXPENSES

	Details of expenses with supporting documents	Amount	For Secretariat use
1			
2			
3			
4			
5			
6			

(Note 1) The claimable ceiling is \$110,930.

SECTION I - ACCOUNTABLE EXPENSES (CONT'D)

	Details of expenses with supporting documents	Amount	For Secretariat use
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
	Total (A)	\$	(Note 2)

SECTION II - ACCOUNTABLE END-OF-EMPLOYMENT BENEFITS OTHER THAN SEVERANCE PAYMENTS

Particulars		Amount	For Secretariat use
Details as per Annex to Form G	(B1)		
Less : Funds set aside previously (Note 3)	(B2)	()	
	Net (B)	\$	(Note 2)

SECTION III - NON-ACCOUNTABLE EXPENSES

	Nature of expenses without supporting documents	Amount	For Secretariat use
1			
2			
3			
4			
5			
	Total (C)	\$	

(Note 2) Supporting documents (original invoices, receipts or other evidence of payment) should be enclosed. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on the supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

(Note 3) Funds set aside in previous years that are in excess of (B1) cannot be used to reimburse any other expenses. Such excesses should be returned using Form G.

SECTION IV - SEVERANCE PAYMENTS

Name of staff	Employment period		Length of employment period		Last full month's salary	Severance pay entitled	Amount offset with accrued retirement benefits / gratuities	Net amount paid	<i>For Secretariat use</i>
	From	To	Years	Months					
	DD/MM/YY	DD/MM/YY							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
Total (D)									
								\$	<i>(Note 2)</i>

DIRECT SETTLEMENT OF WINDING UP EXPENSES
BY THE LEGISLATIVE COUNCIL SECRETARIAT

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

For the winding up of my Member's office, I, _____, would like the Secretariat to settle the following expenses on my behalf.

<u>Section</u>	<u>HK\$</u>
I Staff salaries	(A)
II Office rentals	(B)
III Consultancy fees	(C)
IV Compensations for early termination of contracts	_____ (D)
	(A) + (B) + (C) + (D)
V Severance payments	_____ (E)
	(Note 1)
	=====

I further declare that :

- a) the severance payments are not more than that required by the Employment Ordinance, or in the case of staff employed for less than two years, not more than the time-apportioned amounts calculated on the notional severance payments payable; and they are paid only to staff employed with the monthly office operation expenses reimbursement or entertainment and travelling expenses reimbursement (but not more than 50% thereof);
- b) salaries payable to my staff are for their service not later than one month after the date I ceased to be Member;
- c) the compensation(s) for early termination of contract(s) are reasonable and contractually required in view of the notice period(s) I have served; and
- d) all the above expenses are necessarily incurred on LegCo business.

Signature of Member

Date

SECTION I - STAFF SALARIES

	Name of staff	Period covered		Monthly rate	Amount payable	Bank/branch/account no. (not available for public inspection)	For Secretariat use
		From DD/MM/YY	To DD/MMYY				
1							
2							
3							
4							
5							

(Note 1) In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

SECTION I - STAFF SALARIES (CONT'D)							
	Name of staff	Period covered		Monthly rate	Amount payable	Bank/branch/account no. (not available for public inspection)	For Secretariat use
		From DD/MM/YY	To DD/MYY				
6							
7							
8							
9							
10							
Total (A)					\$		

SECTION II - OFFICE RENTALS							
	Name and address of landlord	Period covered		Monthly rate	Amount payable	For Secretariat use	
		From DD/MM/YY	To DD/MM/YY				
1							
2							
3							
Total (B)					\$		
(Note 2)							

SECTION III - CONSULTANCY FEES							
	Name and address of consultancy company	Nature of consultancy work	Period covered		Monthly rate	Amount payable	For Secretariat use
			From DD/MM/YY	To DD/MM/YY			
1							
2							
Total (C)					\$		
(Note 2)							

SECTION IV - COMPENSATIONS FOR EARLY TERMINATION OF CONTRACTS							
	Name and address of contractor	Nature of contract	Period covered		Monthly rate	Amount payable	For Secretariat use
			From DD/MM/YY	To DD/MM/YY			
1							
2							
3							
Total (D)					\$		
(Note 3)							

(Note 2) Certified original invoices should be enclosed.

(Note 3) Certified copy of agreement with compensation clause(s) highlighted must be submitted for verification and public inspection.

SECTION V - SEVERANCE PAYMENTS

Name of staff	Employment period		Length of employment period		Last full month's salary	Amount payable	Bank/branch/account no. (not available for public inspection)	<i>For Secretariat use</i>
	From	To	Years	Months				
	DD/MM/YY	DD/MM/YY						
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total (E)								
						\$		

EMPLOYMENT BENEFITS
PAYMENT AND REFUND OF FUNDS SET ASIDE

Name of Member	
Office Address	

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

I enclose *the following original receipts from my staff for settlement of their benefits / and a cheque for the excess funds no longer required. I confirm that the balance of funds as indicated below is still in my custody.

	<u>HK\$</u>
Balance of funds obtained under office operation expenses reimbursement up to the _____ (month/year)	
Less: Payments to staff (<i>details at Annex</i>) ()	
Less: Excess funds now returned (<i>cheque enclosed</i>) ()	
Balance of funds carried forward	_____
	=====

I also confirm that the balance of funds being held by me is not excessive in view of my obligations under the unexpired employment agreements with my staff.

Signature of Member

Date

* please delete where inappropriate

PAYMENT OF EMPLOYMENT BENEFITS

Original receipts of the following payments are enclosed:

Name of staff	Payment Period		Nature of payment (eg gratuity, year-end bonus)	Calculation of benefits (please show calculations)	Amount paid (HKD)	<i>For Secretariat use</i>
	DD/MM/YY	DD/MM/YY				
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total					\$	<i>(Note)</i>

(Note) In case personal identifiers and data (such as HKID card numbers, telephone numbers and home addresses) appear on supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

NOTIFICATION OF
UPGRADING AND REPLACEMENT OF CAPITALIZED ASSETS
BY MEMBERS OF THE LEGISLATIVE COUNCIL

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office/Supplies Office)

I, _____, have *upgraded/replaced the following capitalized items. Please contact my assistant, Mr/Ms _____ on _____ (telephone no.) to confirm disposal of the replaced item and update your records accordingly.

Signature of Member

Date

** please delete where inappropriate*

<i>SECTION I</i>			
	Original asset	Particulars	For Secretariat use
1	Date of purchase		
2	Secretariat asset no.		
3	Description		
4	Amount (or estimated amount for replaced parts)		
5	State of the item	<ul style="list-style-type: none"> * upgraded with the item in Section II * traded in at \$ _____ (<i>Note 1</i>) * sold for \$ _____, and the proceeds have been used on _____ for which supporting documents are attached * lost / broken / in good condition * junk (disposal method to be determined by Supplies Office) Remarks : _____	<i>Disposal method agreed by Supplies Office</i>
6	Supplies Office's decision on disposal method	<ul style="list-style-type: none"> * to be scrapped and disposed of by Members * to be returned to the Secretariat * others : _____ 	

<i>SECTION II</i>			
	New item	Particulars	For Secretariat use
1	Description		
2	Net amount paid (<i>Notes 1 and 2</i>)		
3	Remarks		

(Note 1) The proceeds from the sale of the replaced asset or parts should be used to reduce the amount claimed for the new item.

(Note 2) Supporting documents (original invoices, receipts or other evidence of payment) should be attached to the accompanying claim form. In case personal identifiers and data (such as Hong Kong identity card numbers, credit card numbers, telephone numbers and home addresses) appear on the supporting documents and they are not intended to become public, they should be covered before the documents are presented to the Secretariat.

CAPITALIZED ITEMS LIST

Name of Member	
Office Address	

To : Secretary General
 Legislative Council Secretariat
 (Attn : Accounts Office)

I certify that the following capitalized items, acquired with Members' operating expenses reimbursements, were kept in my office(s) on _____ for use on LegCo business:
 (date)*

No.	Secretariat asset no.	Description	Date acquired	Purchase price	Reimbursed amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
			Page 2 total		
			Page 3 total		
			Grand total	\$	\$

 Signature of Member

 Date

* to be reported half-yearly as at 30 June and 31December

CAPITALIZED ITEMS LIST

Page ____ of ____

Name of Member	
----------------	--

No.	Secretariat asset no.	Description	Date acquired	Purchase price	Reimbursed amount
			Page total	\$	\$

RETURN OF CAPITALIZED ITEMS
ACQUIRED WITH MEMBERS' REIMBURSEMENTS

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office / Supplies Office)

* I / We would like to return the following capitalized items acquired with Members' operating expenses reimbursements. You may contact my assistant Mr / Ms _____ on _____ to make the necessary arrangements. (telephone no.)

No.	Secretariat asset no.	Description	Qty	Reimbursed amount	Location	In good condition (✓/✗)	Disposal method agreed by Supplies Office
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
		Page 2 total					
		Grand total		\$			

Signature of Member Name : Signature of Member Name :

Date :

* delete where inappropriate

PURCHASE OF CAPITALIZED ITEMS
ACQUIRED WITH MEMBERS' REIMBURSEMENTS

To : Secretary General
Legislative Council Secretariat
(Attn : Accounts Office)

* I / We would like to purchase the following capitalized items, which were acquired with Members' operating expenses reimbursements, at their market price as set by the Secretariat.

* The following capitalized items were acquired jointly by us using Members' operating expenses reimbursements. We hereby agree that _____ may purchase them at the following prices :
(name(s) of Member(s))

No.	Secretariat asset no.	Description	Qty	Reimbursed amount	Market price as set by the Secretariat
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
		Page 2 total			
		Grand total		\$	\$

A cheque payable to "The Legislative Council Commission" in the amount of \$ _____ is enclosed.

Signature of Member
Name :

Date :

* delete where inappropriate

APPLICATION FOR OPERATING FUNDS
BY MEMBERS OF THE LEGISLATIVE COUNCIL

To : Secretary General
Legislative Council Secretariat,
(Attn : Accounts Office)

I, _____, would like to obtain an operating fund of \$ _____
for financing the following :

	<u>HK\$</u>	
Monthly office operation, entertainment and travelling expenses		(A)
Office setting up expenses		(B)
Information technology and communication equipment expenses	_____	(C)

=====
(Note)

I understand that :

- a) the operating fund for monthly operating expenses would be used to offset against the operating expenses reimbursement for the month immediately before I leave office and against the winding up expenses reimbursement which I may claim;
- b) the operating fund for office setting-up would be offset against the setting up expenses reimbursement which I must claim with proper supporting documents within three months from the date of receiving the operating fund;
- c) the operating fund for information technology and communication equipment expenses would be offset against the information technology and communication equipment expenses reimbursement which I must claim with proper supporting documents within three months from the date of receiving the operating fund; and
- d) any surplus must be returned to The Legislative Council Commission as soon as it is known.

Please deposit the operating fund to my bank account per details as provided earlier.

Signature of Member

Date

(Note) Subject to the unclaimed balance under each item, a Member may apply for amounts up to (A) 246,887, (B) \$75,000 or \$150,000 and (C) \$100,000.

LEASING OF OFFICE ACCOMMODATION
FROM A RELATED PARTY

Name of Member			
<i>SECTION I – PARTICULARS OF OFFICE AND LANDLORD CONCERNED</i>			
Address			
Name of Landlord			
Relationship of Member with landlord			
<i>SECTION II - JUSTIFICATION FOR LEASING THE ABOVE-STATED OFFICE</i>			
<i>SECTION III - COMPARISON OF ACTUAL RENTAL WITH MARKET RENTAL</i>			
Name of registered professional surveyor (General Practice) registered under “Surveyors Registration Ordinance” (Cap. 417)/corporate member of the Hong Kong Institute of Surveyors (General Practice Division)			
Date of valuation (i.e. valuation as at)		Tenancy agreement signed on	
Valuation of market rental		Actual rental per tenancy agreement	
<i>SECTION IV - DECLARATION</i>			
<p>I hereby certify that the above stated information is correct and attach herewith the independent valuation report referred to in Section III above.</p>			
<p>_____</p> <p>Signature of Member</p>		<p>_____</p> <p>Date</p>	

* delete where inappropriate

SHARING OF OFFICE ACCOMMODATION

Name of Member	
<i>SECTION I – PARTICULARS OF OFFICE CONCERNED</i>	
Address	
Landlord	
Co-tenant	
Business of co-tenant	
Tenancy period	to
Tenancy agreement	As per attached (with demarcations for areas used exclusively for LegCo business, or otherwise, and areas commonly used)
Floor plan with measurements	
Rental for the whole office	\$ /month
Rental shared by Member for LegCo business	\$ /month
<i>SECTION II - RENTAL-SHARING BASIS AND CALCULATIONS</i>	
<i>SECTION III - DECLARATION</i>	
<p>I hereby certify that the information provided above is correct, and undertake to notify the LegCo Secretariat of any changes and cause adjustments to the sharing ratio in a fair manner whenever necessary.</p>	
<p>_____</p> <p>Signature of Member</p>	<p>_____</p> <p>Date</p>

PROCUREMENT EXCEEDING \$20,000
OR FROM A RELATED PARTY

Name of Member			
<i>SECTION I – PROCUREMENT PARTICULARS (Note 1)</i>			
Product or Service procured			
Quotations obtained	Quotation 1	Quotation 2	Quotation 3
Date			
Supplier			
Means for obtaining quotations (e.g. by telephone, shopping, tender) and contact details <i>(Note 2)</i>			
Description of items offered (e.g. make/model)			
Price			
Decision	<i>Accepted/ Rejected*</i>	<i>Accepted/ Rejected*</i>	<i>Accepted/ Rejected*</i>
<i>SECTION II - JUSTIFICATION FOR DECISION</i>			
<p>The decision is based on consideration of the following:</p> <p><input type="checkbox"/> price <input type="checkbox"/> service/support</p> <p><input type="checkbox"/> quality/functions <input type="checkbox"/> convenience</p> <p><input type="checkbox"/> availability <input type="checkbox"/> other reasons: _____</p> <p><i>* (Detailed assessment, if any, is shown in the attached, which can be/should not be* open for public inspection.)</i></p>			

✓ as appropriate * delete where inappropriate

(Note 1) For compliance audit purposes, relevant documents should be kept for two years after completion of the procurement exercise.

(Note 2) If by telephone enquiry, state contact person and telephone number. If by shopping, the shop address should be stated.

SECTION III - DECLARATION (by person(s) making the procurement decision)

I/We have no financial interest in the supplier/service provider, who is not a relative of mine. *(If otherwise, please give details.)*

Decision-maker (A) _____
Name Position/ Capacity Signature Date

Decision-maker (B) _____
Name Position/ Capacity Signature Date

SECTION IV - DECLARATION (by Member)

I hereby certify that:

- (i) I have no financial interest in the supplier/service provider, who is not a relative of mine; and
- (ii) *I have no relationship with the supplier/service provider.
- (iii) *I am related to the supplier/service provider selected. Nonetheless, my procurement decision is made in the public interest.

(Please state the relationship with the supplier/service provider and provide any particular reasons for the procurement decision (e.g. sole supplier for the goods/services required; lower prices from using bulk contracts of an affiliated association).)

Signature of Member

Date

* delete where inappropriate